



RFB NO. 2018-14 – ADDENDUM #1

Date: 10/26/2017

Page: 1 of 2

CITY OF NORTH PORT
Finance/Purchasing Division
4970 City Hall Blvd
North Port, Florida 34286

Contact Person: Lindsay Louke, Contract Specialist
Contact Phone: 941-429-7110
Contact Fax: 941-429-7173
Contact Email: purchasing@cityofnorthport.com

BID OPENING: November 1, 2017 at 2:00 PM City Hall, Room 302

(Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)

PINE PARK FLEXI-PAVE WALKING PATHS – RE-BID

ADDENDUM # 1

To: All Interested Bidders

Bidders are hereby notified that this Addendum shall be made a part of the above-named bid documents. The following items are issued to add to, modify, and clarify the bid documents. These items shall have the same force and effect as the original bid documents. Bid Forms, to be submitted on the specified date, shall conform with the additions, deletions and revisions listed herein.

CORRECTION:

Bid Schedule, Page 40 - Delete “Estimated Quantities” from title (as shown below)

RFB NO. 2018-14
PINE PARK FLEXI-PAVE WALKING PATHS – RE-BID

~~BID SCHEDULE - ESTIMATED QUANTITIES~~

Bidders shall plan to verify all quantities AND Unit of Measure (UOM) in the schedule of values. All quantities/UOM shall be stated in the Bidder verified column even if they agree with the City.

Bidder should **NOT** reference the words “**No Charge, N/A**, included: **dash, etc.**” on any of the line items. Bidder is requested to identify a monetary amount for each **UNIT PRICE** line item. If bidder is not providing a **bid price for an item**, **zero (0)** should be **designated on that line item**. **BIDDER TO PROVIDE A MONETARY VALUE IN THE UNIT PRICE COLUMN**. Leaving the **Unit Price column empty** may cause bidder’s to be deemed non-responsive and bid response be rejected.

NO.	DESCRIPTION	UOM	ENG EST. QTY	BIDDER VERIFIED UOM	BIDDER VERIFIED QTY	UNIT PRICE	EXTENDED PRICE
1	Mobilization & Demobilization	LS	1				

Q & A:

1. Q: On the bid schedule estimated quantity sheet (pg. 40) what does #2 General Conditions referencing to?
A: **General Conditions refers to the items that do not apply directly to construction, the cost of which are customarily spread out over the entire project. These costs are also referred to as project overhead.**
2. Q: Are there any trees that need to be removed in the area of the walking path trail?
A: **No trees are scheduled to be removed during this project. See note sheet C5 on plans for care of existing trees.**
3. Q: Does all excavated materials need to be removed from the site for the walking path/concrete pads?
A: **Yes. All excavated materials are to be removed from the site prior to the completion of the project.**
4. Q: Is there a proposed budget for the project?
A: **Engineer's estimate is \$91,613.31.**

All other terms and conditions of the original bid and contract documents remain the same.

Please sign and return (via email purchasing@cityofnorthport.com or fax 941.429.7173) this page of the form as acknowledgment of receipt of Addendum #1.

Name of Firm: _____

Mailing Address: _____

Location Address: _____

City & State Zip Date: _____

Telephone Fax: _____

Number: _____

Name/Title of person authorized to bind the Company: _____

Signature of person authorized to bind the Company: _____

(This page to be returned)

City of North Port



REQUEST FOR BID NO. 2018-14



City of North Port
PURCHASING DIVISION
4970 City Hall Boulevard
North Port, Florida 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BID 2018-14
PINE PARK FLEXI-PAVE WALKING PATHS – RE-BID

The City of North Port will be receiving sealed bids to secure the services of a professional, licensed, and qualified Contractor for construction of Flexi-Pave Walking Paths and landscaping within Pine Park located at 4556 McKibben Drive North Port, Florida 34287.

NON-MANDATORY PRE-BID MEETING: October 11, 2017 at 10:00 AM
City Hall, Room 302

BID OPENING: November 1, 2017 at 2:00 PM
City Hall, Room 302

(Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM.
Bid opening will commence in Room 302 shortly thereafter)

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the city website at www.cityofnorthport.com. Bid documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/>; however, all addendums are posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Lindsay Louke, Contract Specialist, at 941.429.7110. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **October 24, 2017 AT 2:00 PM.**

The City of North Port does not discriminate based on race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH:

www.cityofnorthport.com	10/3/17
www.demandstar.com	10/3/17
Sarasota Herald Tribune	10/3/17

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ATTACHMENTS (SEPARATE DOCUMENTS):

A. Technical Specifications And Conditions

B. City Fee Structure

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately.

We the undersigned have declined to submit a bid on the requested Request for Bid **2018-14: PINE PARK FLEXI-PAVE WALKING PATHS – RE-BID** for the following reason(s):

- ☐ Insufficient time to respond to the Request for Bid.
- ☐ We do not offer this product/service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet bond/insurance requirements.
- ☐ Specifications are unclear (explain below).
- ☐ OTHER (please specify below).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____

Note: "Statement of No Bid" may be faxed or e-mailed to the Purchasing Division at purchasing@cityofnorthport.com or faxed to 941.429.7173.

SECTION I INSTRUCTIONS TO BIDDERS

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF NORTH PORT. THE CITY OF NORTH PORT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- Addenda: a written change to a solicitation
- Bid: any offer submitted in response to this request for Bid.
- Bidder: One that submits a bid in response to this Request for Bid.
- Bid Documents: Includes the General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- City: Shall refer to City of North Port, a municipal corporation of the State of Florida.
- Contract: The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- Responsible: Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid, and is otherwise eligible for award.
- Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- Request for Bid (RFB): Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
- Solicitation: The written document requesting either bids or proposals from the marketplace.
- Successful Bidder: The lowest responsive, responsible Bidder to whom City (on basis of City's evaluation) makes an award.
- Vendor or Contractor: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The City has established for purposes of this Request for Bid (RFB) that the words "shall," "must," or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent to the City to award this Contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS/SITE: Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Provisions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Department to determine if addenda were issued.

Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all bidders. Receipt by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective bidders of addenda issued to the bid documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

G. PROMPT PAYMENT: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of the bidder, the bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

Bid Bond: Each bid must be accompanied by a bidder's bond or Cashier's/Official check with their bid in the amount of at least 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents.

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the bidder. All interested bidders are required to submit one (1) original and one (1) copy of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, **all blank spaces** must be completely annotated where and when requested. All bids must contain a manual signature of the authorized representative of the bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope, and must be in the City Purchasing Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name and the total bid price of each bidder read aloud** within designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Manager or their designees. Bidders and the general public are not required to be present, but are invited and encouraged to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the bidder's responsibility to make arrangements for the return of the bid package at their expense.

3. CITY RIGHTS: The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response; the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.

4. AWARD OF BID: The award shall be let to the lowest responsive, responsible bidder, unless other criteria are specified in the request for bids who fulfills all criteria and specifications with consideration to favorable references, qualifications and local preference and whose evaluation by the City indicates that the award will be in the best interest of the City.

Errors: For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

Obviously misplaced decimal points will be corrected.

In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the City will proceed on the assumption that the bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

5. BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

6. WARRANTY: All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty. Vendor shall provide a one (1) year warranty for parts and labor to each property owner for the work it performs.

7. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

8. TAXES/FREIGHT: The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:

- a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing;
- c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
- d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

9. CONTINUATION OF WORK: Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

10. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the vendor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Termination by Vendor: Vendor shall have the right to terminate services only in the event of the City failing to pay Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

11. PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

12. RULES, REGULATIONS AND LICENSES: The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations or other requirements, as each may apply.

When applicable and as required by law, the bidder will provide a material safety data sheet with each delivery of a toxic substance.

13. CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.

14. COLLUSION: By offering a submission to this RFB, the bidder certifies that the bidder has not divulged to, discussed or compared his/her bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be closed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor; no attempt has been made or will be made by the bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person

or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the bidder

15. PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.” By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

16. DRUG FREE WORKPLACE PREFERENCE: The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the bidder who has signed the affidavit.

17. EQUAL EMPLOYMENT OPPORTUNITY: The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

18. NON-DISCRIMINATION: The City of North Port do not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S. §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

19. DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

In accordance with F.S. §119.0701, Contractor shall comply with all public records laws, and shall specifically:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

20. FORCE MAJEURE: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

21. GOVERNING LAWS: The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.

22. SUBCONTRACTING: Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.

23. MODIFICATION OF CONTRACT: Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.

24. SUCCESSORS AND ASSIGNS: The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due to the vendor from the City under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

25. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS: Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with City employees or board members, and provides as follows:

(12) EXEMPTION.--The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

26. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

27. GRANT FUNDING: In the event any part of the Contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the City upon request.

28. PERFORMANCE/PAYMENT BOND: The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code.** Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder, and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder.

29. STATE REGISTRATION REQUIREMENTS: Any corporation submitting a bid in response to this RFB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a Contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

30. NOTICE TO PROCEED/DELIVERY: After award of bid, a Notice to Proceed shall be issued bearing the terms of delivery. Upon receipt of Notice to Proceed, successful bidder shall acknowledge receipt of same by either fax or mail and shall commence prosecution of the order so that the agreed upon delivery date will be satisfied.

31. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder.

33. NONEXCLUSIVE CONTRACT: Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The city reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.

34. AUDIT: City shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.

35. UNAUTHORIZED ALIEN CLAUSE: The City of North Port will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the City.

36. PAYMENT: Two (2) original requests for payment must be submitted to the City of North Port on a form approved by the City. Each pay request must be accompanied by an updated work schedule to reflect progress of work. Payment shall be subject to the approval and direction of the surety in accordance with F.S. §255.05. Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. ch. 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the City must reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The City shall inform the Contractor's Surety of any reduction in retainage. Contractor must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly authorized administrative agent, shall approve final payment for all work, materials or services furnished under this Contract retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.

37. LOCAL PREFERENCE: Bidder may claim the Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of North Port.

A. Local Business Definition:

Preference shall be given to a "local business" in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid shall not be granted local preference consideration for that specific contract award.

“Local business” means a bidder that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the bid submission date from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

“North Port local business” means a local business that has its primary physical business address located within the limits of the City for a period of six (6) months or more before bid submission date, from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder’s submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

B. Local Price Match Option:

Each formal competitive bid solicitation shall clearly identify the criteria for award. When a responsive and responsible bidder who is not a local business (hereafter, non-local business bidder) submits the lowest bid price (hereafter, low bid), all responsive and responsible local business bidders shall have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business bidder is within ten percent (10%) of the low bid if the amount of the low bid is no more than one million dollars (\$1,000,000). If the amount of the low bid is more than one million dollars (\$1,000,000) but no more than 2 million dollars (\$2,000,000), local business bidders within five percent (5%) shall have the opportunity to match the low bid. If the amount of the low bid is more than two million dollars (\$2,000,000) but no more than 3 million dollars (\$3,000,000), local business bidders within three percent (3%) shall have the opportunity to match the low bid. If the amount of the low bid is more than three million dollars (\$3,000,000), local business bidders within two and one half percent (2.5%) shall have the opportunity to match the low bid. The original lowest responsive and responsible North Port local business bidder who matches the low bid shall receive the award. If no eligible North Port local business bidder can match the low bid, the award shall be made to the original lowest responsive and responsible local business bidder who matches the low bid. If no eligible local business bidder can match the low bid, the award shall be made to the lowest responsive and responsible bidder, regardless of local business status.

If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

38. MBE: Contractors awarded construction contracts who intend to subcontract material or service requirements of the project are encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.

DBE Contract Assurance (IF APPLICABLE): The contractor, sub-recipient, or subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

39. SWORN STATEMENT, COMPLIANCE WITH FLORIDA TRENCH ACT: Bidder shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration

excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included in the separate line items of the bid and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with his bid or with each work assignment.

40. INSURANCE REQUIREMENTS: The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.

41. CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

42. SCRUTINIZED COMPANIES: For contracts of \$1,000,000.00 or more, the Bidder shall certify that it is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473, as required by §287.135, Florida Statutes. The City shall supply the certification form. Providing a false certification is punishable by civil penalty equal to twice the contract amount plus reasonable attorney's fees and costs, in addition to the Bidder being ineligible to bid on any contract for three years after the date it was determined that a false certification was made.

43. ATTORNEY'S FEES: In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings, at both trial and appellate levels.

END OF SECTION I

SECTION II GENERAL PROVISIONS

1. SCOPE OF WORK

1.1 Intent of Contract: Bid forms shall set forth firm unit prices for furnishing all necessary materials and completing all work, including but not limited to labor, supervision, design, planning, permitting, transportation, mobilization, equipment, restoration, maintenance of traffic (MOT), BMP's, startup and testing incidental to the Project, as described in the specifications and/or shown on the plans attached herewith. The City reserves the right to establish the exact limits of work in the field and to add or delete from the Project, as it deems necessary.

1.2 Definitions:

1.2.1 The successful bidder for this Contract will be referred to as the **CONTRACTOR**; Department Director or his/her representative, acting personally or through an assistant duly authorized for such act by the City will be referred to as City. For the purposes of this Contract, the word "Project" shall mean the services limits of **CONTRACTOR**.

1.2.2 The Contract documents consist of the Request for Bids, Instructions to Bidders, Bid Forms, Technical Provisions, General Provisions, Special Provisions, Insurance Requirements, and all other related documents, including all modifications thereof incorporated in the documents before their execution. These form the Contract.

1.2.3 Written notice shall be deemed to have been duly served three days after date of postmark, and upon receipt, if delivered to the individual or member of the firm or an officer of the corporation for whom it is intended.

1.2.4 The term Subcontractor, as employed herein, includes only those having a direct Contract with the Contractor and it includes one who furnishes material worked to a special design per the plans and specifications of this work, but does not include one who merely furnishes material not so worked.

1.2.5 The term "work" of the Contractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Contract.

1.2.6 All time limits stated in the Contract documents are of essence to the Contract.

1.3 Quality of Work: The Contractor agrees to do the work covered under this Contract to the best of his/her ability and conforming to this Contract and specifications and of a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the City.

1.4 Time of Completion: The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days.

All work for this project shall be performed during regular business hours. A regular workday shall be a maximum of eight (8) hours duration. Longer workdays must first be approved by the City. The cost for inspection time for work performed on weekends, holidays, or more than eight (8) hours may be billed to the Contractor at the prevailing wage plus overhead costs for those persons involved.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the City of all work provided for in the Contract, or as stipulated

in the Technical Specifications, or whichever comes first, other than: Saturday, Sunday, any day designated as a holiday by the City.

Request for planned overtime by the Contractor must be submitted in writing to the City, twenty-four (24) hours in advance, and may not proceed without the City's approval.

2. PROSECUTION AND PROGRESS

2.1 Subletting or Assigning of Contracts: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, Title, or interest therein, without written consent of the City Manager or his Designee.

2.2 Preconstruction Meeting: After the Contract has been awarded, the City will schedule a preconstruction meeting to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the City, the Contractor and various utility companies that will be affected by the construction.

The awarded Contractor shall furnish a certified recorded copy from Sarasota County Clerk's Office of the Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting.

2.3 Submission of Work Schedule/Order of Completion: At the preconstruction meeting, the successful bidder shall have on hand a working schedule for the Project, showing in detail the order in which the Contractor proposes to perform the work. He/she shall indicate the dates on which major equipment will be delivered and various major items of work will start and the estimated completion dates of the major items. The schedule shall also show the Contractor's proposed operations for the various items of work, which would affect or be affected by utility adjustments.

2.4 Submission of Schedule of Values: Schedule of Values to reflect value of equipment and work performed per unit price, with totals is to be submitted at preconstruction meeting. Both parties are to agree on proposed schedule of values prior to any work being performed.

2.5 Provisions for Convenience of Public: The Contractor shall schedule his/her operations so as minimize any inconvenience to adjacent businesses for residences. Where necessary, the City may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would represent a more serious handicap, before beginning construction in the less affected areas.

3. CONTROL OF THE WORK AND MATERIALS

3.1 Control of Work:

3.1.1 Plans and Contract Documents:

3.1.2 Detail Drawings and Instructions: The City may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract documents, true developments thereof, and reasonable inferable there from.

3.1.3 Order of Precedence: These documents are integral parts of the Contract, and a requirement occurring on one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In cases of discrepancy, the governing order of documents shall be as follows:

3.1.3.1 Permits from Agencies as required by law

- 3.1.3.2 Change Orders
- 3.1.3.3 Contract Documents, including Technical Specifications
- 3.1.3.4 Construction Plans
 - 3.1.3.4.1 Dimensions given in figures govern scaled dimensions.
 - 3.1.3.4.2 Detail drawings govern over general drawings.
 - 3.1.3.4.3 Addenda/Change order drawings govern over Contract documents.
- 3.1.3.5 FDOT Design Standards, latest edition (if applicable).
- 3.1.3.6 FDOT Standard Specifications, for Road & Bridge Construction, latest edition (if applicable).

3.1.4 Conformity of Work with Plans: All work performed and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Technical Specifications or Special Provisions.

3.1.5 Authority of the City: All work shall be done under the supervision of the City or the City's representative and performed to its satisfaction. It is agreed by the parties hereto that the City shall decide all questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and material furnished, under or due to the Contract.

3.1.6 City's Status: The City and/or the City's Representative shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City and/or the City's Representative shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications.

The City has the authority to:

- 3.1.6.1 Stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
- 3.1.6.2 Reject all work that does not conform to the Contract.
- 3.1.6.3 Resolve questions that arise in the execution of the work.

The City's Representative has the authority to:

- 3.1.6.4 Reject all work that does not conform to the Contract.
- 3.1.6.5 Resolve questions that arise in the execution of the work.

3.1.7 Suspension of Work: The City may at any time suspend work by giving ten (10) calendar days' notice to the Contractor in writing. The City shall reimburse the Contractor for expenses incurred by the Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the City does not give written notice to the Contractor to resume work within thirty (30) calendar days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.

3.1.8 The City's Right to do Work: If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with the provisions of this Contract, the City, after three days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct from the payment due the Contractor.

3.1.9 The City's Right to Terminate Contract: If the Contractor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the City may terminate the Contractor's right to proceed. In such event, the City may take over the work and prosecute the same to completion by the Contract or otherwise and the Contractor will be liable for any excess cost occasioned by the City. The City may take possession of and utilized in completing the work such materials and equipment as may be on the site of the work and necessary therefore.

If the Contractor should be adjudged a bankrupt, or should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed due to insolvency, or if he/she should refuse or fail, except in cases which time extension is provided to supply enough workmen, or if he/she should fail to make payment to subcontractors for labor and/or material, or disregard laws, ordinances or the instructions of the City, or be guilty of a violation of a provision of the Contract, then the City may, without prejudice to any other right or remedy and after giving seven (7) calendar days' notice, terminate employment of the Contractor and possess materials, tools, and appliances thereon and finish work by methods it may deem expedient. Expenses incurred by the City and the damage incurred through the Contractor's default.

In any circumstance, the City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) calendar days written notice by certified mail.

In the event of termination, the Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, material, or work shall become the property of the City and shall be delivered to the City without reservation.

3.1.10 City's Decision: The City shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

3.1.11 Authority and Duties of City's Inspectors: The City's Inspectors shall be authorized to inspect all work done and all materials furnished. They shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications and Contract. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

3.1.12 Inspection of Work: The City and its representative shall, at all times, have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection. If the Specifications/Conditions, the City's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give to the City timely notice of its readiness for inspection and, if the inspection is by an authority other than the City, the date fixed for such inspection. Inspections by the City shall be promptly made and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered and the work must be uncovered by the Contractor.

3.1.13 Contractor's Supervision and Employees: The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequence and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his/her employees, and shall not employ any unfit person or anyone unskilled in the work assigned to him/her. The Contractor shall be responsible to see that the completed work complies fully with the Contract Documents.

As the work progresses, the Contractor shall keep on the job at all times an English-speaking Superintendent or designee, technically qualified, who is an employee of the Contractor and who shall not be replaced without written notice and approval of the City. The Superintendent will be the Contractor's representative on the job and shall have authority to act on behalf of the Contractor. The Superintendent or his/her qualified designee shall be present at the job site and direct the work of subcontractors, as well as employees of the Contractor. This supervisor will be equipped with a communication device enabling him/her to contact suppliers, subcontractors or his/her office who in turn can convey necessary communications to others. All communications given to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all communications to the City or his/her representative.

The Contractor's Superintendent shall be present on the job site **at all times** while work is in progress, and shall be available by phone for emergencies twenty-four hours per day, seven days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until the Superintendent is again present on the job.

If the Contractor, in the course of the work, finds any discrepancy between the drawing and the physical conditions of the site, or any errors or omissions in drawing, or in the construction layout points and instructions, he/she shall immediately inform the City, in writing, and the City shall promptly verify same. Any work done after such discovery will be done at the Contractor's risk.

Neither party shall employ or hire any employee of the other party without the concurrence of each party.

3.1.14 Contractor's Understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

3.1.15 Permits and Regulations: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all costs arising there from.

3.1.16 Protection of Work and Property: The Contractor shall continuously maintain protection of all his/her work from damage and shall protect the City's property from injury or loss arising in connection with this Contract. He/she shall adequately protect adjacent property as provided by law and the Contract Documents. He/she shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the City, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he/she shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the Contractor and the City.

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the

necessary agreements to the City, the City will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the way the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the City.

3.1.17 Changes in the Work: The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract.

In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:

3.1.17.1 By estimate and acceptance in a lump sum.

3.1.17.2 By unit prices named in the Contract or subsequently agreed upon.

3.1.17.3 By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services the Contractor shall notify the City by written notice that a change order is requested within five (5) days of any occurrence.

3.1.18 Deductions for Uncorrected Work: If the City deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made thereof.

3.1.19 Delays and Extension of Time: If the Contractor should be delayed at any time in the progress of work by any act of neglect of the City or of its employees or by any other Contractor employed by the City, or by changes ordered in the work, or by such causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. However, no time delay shall be allowed if judged by the City to be caused by the Contractor's negligence.

No such extension shall be made for delay occurring more than seven (7) calendar days before claim therefore is made in writing to the City. In the case of a continuing cause of delay only one (1) claim is necessary. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

3.1.20 Correction of Work Before Final Payment: All work, materials, whether incorporated into the work or not, all processes of manufacturer, and all methods of construction shall be, at all times and places, subject to the inspection of the City who shall be the final judge of quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should

they fail to meet City's approval; they shall be forthwith reconstructed, made good, replaced, and/or corrected by the Contractor at his/her own expense. Rejected material shall be immediately removed from the site. If, in the opinion of any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the City to be equitable.

3.1.21 Contractor Right to Stop Work or Cancel Contract: If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the City fails to pay the Contractor within thirty (30) calendar days of maturity and presentation of any sum certified by the City, then the Contractor may, upon seven (7) calendar days written notice to the City, stop work and terminate this Contract.

3.1.22 Removal of Equipment: In the case of annulment of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove, any part or all, his equipment and supplies from property of the City and/or site of work, failing which the City has the right to remove such equipment and supplies at the Contractor's expense.

3.1.23 Use of Completed Portions: The City has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the City may determine and the City approves.

3.1.24 Payments Withheld: The City may withhold payment to the Contractor from loss on account of:

- 3.1.24.1** Defective Work not remedied; Reference FDOT section 9-6.3, FDOT Standard Specifications for Road and Bridge Construction manual dated 2007.
- 3.1.24.2** Claims filed or evidence indicating probable filing of claims; Reference FDOT sections 5-12 and 9-10, FDOT Standard Specifications for Road and Bridge Construction manual dated 2007.
- 3.1.24.3** Failure of the Contractor to make payment properly to Subcontractors or for material/labor; Reference FDOT section 9-6.7, FDOT Standard Specifications for Road and Bridge Construction manual dated 2007.
- 3.1.24.4** A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 3.1.24.5** Damage to another Contractor
- 3.1.24.6** When the above grounds are removed, payment shall be made for amounts withheld because of them.

3.1.25 Damages: Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work, and shall be adjusted by agreement.

3.1.26 Assignment: Neither party to the Contract shall assign the Contract or sublet it without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder without the previous written consent of the City.

3.1.27 Right of Various Interests: Before work being done by the City's forces or by other Contractor's forces, contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City before such commencement, to secure the completion of the various portions of the work in general harmony.

3.1.28 Separate Contracts: The City reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of the work, and shall properly connect and coordinate his/her work with theirs. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His/her failure to so inspect and report shall constitute an acceptance of the other Contractors, work as fit and proper for the reception of his work, except as to defects, which may develop on the other Contractor's, work after execution of his work.

3.1.29 Subcontractors: The Contractor shall provide a list of Subcontractors with his/her proposal for approval. The Contractor agrees that he/she is as fully responsible to the City for the acts and omissions of his/her Subcontractors and of persons either directly or indirectly employed by them as he/she is for the acts and omissions of persons directly employed by him/her. Nothing contained in the Contract documents shall create any Contractual relationship between any Subcontractor and the City.

Substitutions must be submitted in writing and shall be subject to the approval by the City. To insure proper execution of his/her subsequent work, the Contractor shall measure work already in place and shall at once report to the City any discrepancy between the executed work and the drawings.

3.1.30 Horizontal and Vertical Control: Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any/all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes, and, in case of willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

3.1.31 Lands for Work: The City shall provide the lands upon which the work under this Contract is to be done, except that the Contractors shall provide land required for the erection of temporary construction facilities and storage of material, together with the right of access to same.

3.1.32 Cleaning Up: The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

3.1.33 Guarantee: The Contractor shall warrant all equipment furnished and work performed by him/her for a period of one (1) year from the date of written acceptance of the work, completion by the City or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the City and restored work will be warranted for one year from the date of acceptance, or as may be otherwise specified. This will not release additional warranties required by other sections or provided by individual suppliers.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of completion or written acceptance by the City, whichever is later.

3.1.34 Responsibility Regarding Existing Utilities and Structures: The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation near existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures from any damage resulting from said excavation. The Contractor is to include within his line item bid prices the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities, which may conflict with the construction of the proposed project.

3.1.35 Accidents: The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

3.1.36 Stage Plans: Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the City, shall be adhered to unless objected to in writing by the Contractor, but the submission or approval of stage plans by the City shall not relieve the Contractor of full responsibility for the work.

3.1.37 Measurement of Quantities: The quantities of work performed if required will be computed by the City based on measurement taken by the City or its assistants, and these measurements shall be final and binding. All work computed under the Contract shall be measured by the City per the United States Standard Measurement and Weights. The City does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. This is a Lump Sum Bid.

The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the City prior to any work.

3.1.38 Reference to Other Specifications: Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used.

3.1.39 Sanitary Facilities: The Contractor shall provide and maintain, in a sanitary condition, facilities for his/her employees as are required by local and state boards of health.

3.1.40 Quality of Equipment and Materials: To establish standards of quality, the City may, in the specifications, refer to products by name and/or catalog number. This procedure is not to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

3.1.40.1 The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the City may require.

3.1.40.2 The Contractor shall abide by the City's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor. The City will approve or disapprove proposed substitutions in writing within a reasonable time.

3.1.41 Codes and Laws: The successful bidder shall comply with all Federal, State, Local Laws and Ordinances that affect the Contract in any way.

3.1.42 Traffic Control: The Contractor shall comply with the “Manual on Uniform Traffic Control and Devices” and maintain safe conditions at all times.

3.1.43 Exploration and Reports: If reference is made to identification of reports of explorations and tests of subsurface conditions at the site that have been used in preparing the Contract documents, it should be understood that these reports are not part of the Contract documents. The Contractor shall have full responsibility with respect to subsurface conditions at the site. Technical data, made available only at the Contractor’s request, may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project. If the Contractor desires additional subsurface investigation, it will be done at his/her expense, prior to bidding. Limited Subsurface reports for this project are available through the Utility Department.

If the Contractor has elected not to make subsurface investigation prior to bidding, he/she shall not be entitled to any extra compensation or Contract change orders due to conditions encountered.

3.1.44 Existing Structures: Drawing of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site that have been utilized by the consultant and/or the City in preparation of the Contract documents. The Contractor may rely upon the accuracy of the technical data contained in such drawing but not for the completeness thereof for the purpose of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

3.1.45 Report of Differing Conditions: If the Contractor believes that any technical data on which he/she relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify the City in writing about the inaccuracy of difference. The City will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to the Contractor) of the City’s findings and conclusion.

3.1.46 Not Shown or Indicated: If an underground facility is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (except in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the City. The Contractor will review the underground facility to determine the extent to which the documents should be modified to reflect and substantiate the consequences of the existence of the underground facility. With City approval, the Contract documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility. The Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable.

3.1.47 Progress Meeting: Progress meetings will be conducted bi-weekly or as required if requested by Contractor or the City.

END OF SECTION II

SECTION III SPECIAL PROVISIONS

SP-00 SCOPE: Construction of the Pine Park Flexi-Pave Walking Paths and landscaping, located at 4556 McKibben Drive North Port, Florida 34287.

SP-01 CONTRACT TIME: The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract shall be completed in not more than **30 calendar days**. Exceeding these **30 calendar days** shall be permitted only for delays caused through no fault of the Contractor or acts of God. All such extensions to the Contract time for permitted delays shall be by change order and signed by the City. The work will be substantially complete within **15 calendar days**; with completion within **15 calendar days** after attaining Substantial Completion. Work on this project shall only be performed during normal City business hours, being Monday through Friday, excluding holidays, from 7:00 a.m. to 5:00 p.m., unless otherwise authorized by the City in advance.

SP-02 EQUIPMENT: The Contractor shall only use equipment, machines, or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications stated herein. The Contractor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable.

SP-03 WARRANTY: The contractor shall warrant all work performed by him for a period of one (1) year from the date of written acceptance of the work by the City of as may be otherwise specified. Any faulty work will be fully corrected at no cost to the City and restored work will be warranted for one (1) year from the date of acceptance, or as may be otherwise specified

SP-04 SAFETY AND PROTECTION

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connections with the work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
 - i. All employees on the work and other persons or organizations who may be affected thereby.
 - ii. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site.
 - iii. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement during construction.
- B. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of person or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- C. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by Contractor to City.

SP-05 SUPERVISION AND SUPERINTENDENCE

- A. Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the City except under extraordinary circumstances. The

superintendent will be contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

SP-06 REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name, email and phone number of a contact person, total project amount, and completion date. The City reserves the right to contact references.

SP-07 PERMITS AND FEES: The contractor shall comply fully with all relevant stipulations of all permits issued for this project. Building Permits will be secured and paid for by the City.

The Contractor shall secure all other required permits and pay all fees initially. Such fees are reimbursable at cost (excludes any mark-up) if submitted on the billing invoice.

SP-08 LIQUIDATED DAMAGES: The City shall issue a Notice of Substantial Completion when it has determined that the work identified in the Contract has been substantially completed; record drawings have been submitted and approved by the City and that the constructed improvements are operating satisfactorily. The Contract time also includes up to fourteen (14) calendar days for the review of submittals, excluding pay requests, by the City. The City shall provide the Contractor with a punch list within two (2) calendar days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet his/her obligations under the Contract. The Contractor shall complete the items on the punch list to the satisfaction of the City within seven (7) additional calendar days of the issuance of the Final Punch List or Notice of Substantial Completion; whichever, is later, and prior to submittal of the application for reduction of retainage or final payment. Any cost incurred by the City (i.e. inspection time) after the seven (7) calendar day period shall be charged to the Contractor.

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not substantially completed within the Contract time (as per section 3 above), plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **ONE HUNDRED DOLLARS AND ZERO CENTS (\$100.00)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Substantial Completion of the work.

SP-09 COOPERATION WITH UTILITIES: The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

NOTE: The Contractor is to include within his line item bid prices, the costs to protect, and/or support, all underground utilities, which may conflict with the construction of this proposed project.

Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute 240. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction. The Contractor shall not apply the surface course until all manholes, valve covers and survey monument boxes necessary to be reset have been reset by the Contractor. Utilities located within the City's right-of-way are required to furnish adjustment rings and risers. The Contractor shall request from the utilities the necessary materials; however, the Contractor shall bear all

costs necessary to complete the adjustments. The Contractor shall be responsible for maintaining the specified thickness of the final course of asphalt while resetting the manholes, valve covers and survey monument boxes to within $\pm 1/4$ -inch tolerance. The Contractor shall bear all costs necessary to correct manholes, valve covers and survey monument boxes not reset to within the specified tolerances.

SP-10 DAMAGES: Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, mailboxes, sprinkler systems, conduits, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service. Mailboxes shall be kept in service to the satisfaction of the US Postal Service and the City, until they are permanently restored to their proper location upon the completion of the work.

SP-11 PAYMENT TERMS: Payment terms are defined in the instructions to bidders/contract. Please note the City has implemented Bank of America's ePayables solution, a convenient new payment option for our bidders, and going forward would like to pay all future invoices with Visa credit card. If you would like to obtain additional information, please contact Cheryl Dwyer, Business Professional with the Finance Department at 941.429.7111.

SP-12 CHANGES IN THE WORK: The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract. In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered. **No change order will be allowed without written approval from the Project Manager, General Services Director, Purchasing Manager, Finance Director, and City Manager.**

Change Orders and Proposals are to be submitted to the City Project Manager and should include a complete breakdown and documentation of costs.

Value of any such extra work or change shall be determined in one or more of the following ways:

- 1) By estimate and acceptance in a lump sum.
- 2) By unit prices named in the contract or subsequently agreed upon.
- 3) By cost and percentage or by cost and a fixed fee.
- 4) By Incidental Field Change Adjustment (IFCA).

Measurement of Quantities: The quantities of work performed if required will be computed by the City based on measurement taken by the City, and these measurements shall be final and binding. All work computed under the contract shall be measured by the City per the United States Standard Measurement and Weights. The City does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. This is a Lump Sum Bid.

The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the City prior to any work.

SP-13 ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS: The Bidder shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

SP-14 BONDING REQUIREMENTS:

- A. **Bond Requirements:** The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code.** Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder, and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. Such default shall only be curable at the option of the City.

In addition, the Contractor shall be responsible and bear all costs associated to record the Performance and Payment Bond with Sarasota County Clerk's Office. The Contractor shall furnish the receipt of said recording and certified copy of the bond to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

- B. **Performance and Payment Bond:** The Contractor shall provide a Performance and Payment Bond, in the form prescribed in Florida Statutes Section 255.05 in the amount of one hundred percent (100%) of the Contract amount, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the Surety Company:

- 1) Is licensed to do business in the State of Florida;
- 2) Holds a certificate of authority authorizing it to write surety bonds in this state;
- 3) Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- 4) Is otherwise in compliance with the provisions of the Florida Insurance Code;
- 5) Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
- 6) A current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
- 7) With an underwriting limitation of at least two times the dollar amount of the contract.

If the Surety Company for any bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which shall be subject to the City's approval.

By execution of this bond, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract documents and hereby satisfies those conditions.

SP-15 SCHEDULE OF VALUES: *BIDDERS SHALL PLAN TO VERIFY ALL QUANTITIES IN THE SCHEDULE OF VALUES. ALL QUANTITIES SHALL BE STATED IN THE CONTRACTOR VERIFIED QTY COLUMN EVEN IF THEY AGREE WITH THE ENGINEER'S ESTIMATED QUANTITIES.*

For each line item:

- a. Contractor Verified Quantities (CVQ): A quantity shall be entered in each quantity cell, whether it is the Engineers Estimate Quantity (EEQ) or a Contractor Verified Quantity (CVQ) as verified by the Contractor.
- b. Unit Prices for each line item

FURTHER CLARIFICATION OF SCHEDULE OF VALUES:

The award of the contract shall be based on the Contractor's verified quantities (CVQ) in a lump sum amount. A change order will not be issued if you underestimate your quantities. However, if an Engineer error occurred or an unforeseen condition arises, the City will allow the use of contingency funds.

The approval process is as follows: Contractor Justification, Project Manager, Department Director, Purchasing Manager, Finance Director and City Manager approval; or a contract amendment may be issued. If a change in scope or a NOT unforeseen change, an amendment will be required. All amendments require Commission approval prior to work commencing.

SP-16 ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS: The Bidder shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

SP-17 CRITERIA FOR AWARD:

The award of this bid shall be to the lowest responsive, responsible bidder who meets or exceeds the minimum requirements of these specifications. Other consideration(s) of award shall be local business status, references, equipment list and notice needed prior to commencement. Any unfavorable references may be cause to deem bidder non-responsive. Other considerations of award are favorable references, contractor experience, successfully completed projects and local preference.

The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not able to satisfactorily perform the contract.

END OF SECTION III

SECTION IV
TECHNICAL SPECIFICATIONS AND CONDITIONS

SEE ATTACHMENT A

Please note the following clarifications to the specifications:

1. Included in the specifications are three (3) Park Benches and three (3) Trash Receptacles, shown on the site plan and detail sheet C7. These benches and receptacles will be provided by the City. Bidder shall include labor time to install the benches and receptacles in bid pricing.
2. Included in the specifications are an electrical and lighting portion for this project. The electrical and lighting are complete, and there is no need to provide any bid pricing for these items.

SEPARATE DOCUMENT

Charlotte Engineering & Surveying, Inc.

Drawings C1 thru C9 Dated: 1/4/2017

Matern Professional Engineering, Inc.

E1 thru E4 Dated: 2/24/2017

Electrical plans for reference only

Not part of this contract

Flexi Pave HD 2000 Specifications revised 11/16

Flexi-Pave HD 2000 Installation Detail

Flexible pavement:

- a. KBI
- b. Approved Equal _____

MINIMUM REQUIREMENTS: The attached FLEXI-PAVE HD 2000 specifications are offered as a guide only and not a competitive limiting device. The use of a brand name or model number is for reference purposes only unless otherwise indicated. Other manufacturers of similar product/equipment are encouraged to submit competitive bids. The **FLEXIBLE PAVEMENT** meeting the product/equipment requirements of City of North Port is the **KBI Flexi-Pave**. These specifications are an example of a product/equipment that City of North Port will accept for evaluation. The City will evaluate any exceptions annotated in the bid document and be the sole judge of a products equivalency and products acceptability. **All bidders shall submit a specification sheet on the product quoted.**

ALL BIDDERS MUST SUBMIT DOCUMENTATION DURING THE ADDENDA PROCESS TO HAVE AN ALTERNATE MATERIAL APPROVED AS AN APPROVED EQUAL. Failure to follow the prescribed format may deem the bidder non-compliant.

SPECIFICATIONS: The following specifications shall be included in the cost:

PRODUCTS SPECIFICATIONS:

1. GENERAL

- 1.1. The Flexible Porous Paving shall be KBI Flexi-Pave HD2000 made from recycled passenger tires, crushed stone and a urethane binding agent as manufactured by K.B. Industries, Inc. (KBI), 7300 Bryan Dairy Road, Suite 400, Largo, FL 33777. Tel 727 723 3300.
- 1.2. All components, materials and compounds shall be 100% sourced and manufactured in the USA.

- 1.3. The Flexible Porous Paving shall be supplied by a manufacturer with at least 10 years' experience that can supply references for similar applications and installations in the USA.

2. SUBMITTALS

- 2.1. The Flexible Porous Paving manufacturer shall submit;
 - 2.1.1. Certificates stating that materials meet or exceed the specified contract requirements.
 - 2.1.2. Site handling and storage instructions.
 - 2.1.3. Mixing and installation instructions.
 - 2.1.4. A sample that reflects the characteristics of the material to be installed. The sample, upon approval, shall be maintained as the standard of minimum quality for all the proposed surfacing and paving work required for the project.

3. CONTRACTOR

- 3.1. The Contractor installing the Flexible Porous Paving shall be a Certified Installer of KBI Flexi- Pave HD2000.
- 3.2. Contractors bidding for installation of the KBI Flexi-Pave HD2000 may become Certified Installers by contacting KBI and successfully completing the Certified Installer program.
- 3.3. The Contractor shall;
 - 3.3.1. Furnish all labor, materials, tools, equipment, and incidentals required to install KBI Flexi-Pave HD2000.
 - 3.3.2. Provide an adequate number of skilled workers who are trained and experienced with installing KBI Flexi-Pave HD2000 and are familiar with the specified contract requirements and the methods needed for its installation.
 - 3.3.3. Install the crushed stone sub-base as described in the specifications and shown on the contract drawing unless the sub-base is installed/provided.
 - 3.3.4. Install the KBI Flexi-Pave HD2000 to depth and width as described in the specifications and shown in the contract drawings.
 - 3.3.5. Reduce the risk of damage to the Flexible Porous Paving surface by not allowing track vehicles (metal or rubber), forklifts (warehouse-variable reach), main lifts (booms or scissors), and/or dumpsters or roll-off containers on the KBI Flexi-Pave HD 2000 either during or following installation. Any explicit or implied warranty is voided through failure to comply with this section.

4. PRODUCTS

- 4.1. Recommended sub-base shall be either; crushed stone or for KBI Flexi-Pave HD2000 Titan Series use Ultra Base Systems Pro interlocking panels. KBI will provide advice on appropriate sub base for each installation and the materials based on the application and project location.
- 4.2. Crushed Stone;
 - 4.2.1. For load bearing applications KBI Flexi-Pave HD2000 shall be installed over a minimum of 4" (100mm) of compacted crushed concrete or crushed stone aggregate to a density of 95% minimum.
 - 4.2.2. The sizing of the stone and base soil will directly represent the desired "Curve Number" n rate) required.
- 4.3. Ultra-Base Systems Pro interlocking panels shall;
 - 4.3.1. Measure 28" x 28" by 1¼ "deep manufactured from recycled postindustrial polymeric materials.
 - 4.3.2. Have a vertical drainage rating of 341" per hour and a horizontal flow rate of 96.4" per hour and each panel shall store up to 3.58 gallons of water.
 - 4.3.3. Have a static load capacity of 1664 psi.
 - 4.3.4. Be suitable for installation over properly prepared earth sub base without the need for compacted rock, concrete or asphalt.
- 4.4. KBI Flexi-Pave HD2000.
 - 4.4.1. The KBI Flexi-Pave HD2000 shall be installed in accordance with the manufacturers written instructions to an average depth of 1.5 inches over the prepared sub-base.
 - 4.4.2. The KBI Flexi-Pave HD2000 shall be Natural colors; Black / Cypress / Redwood / Bark Brown / Green / Granite or ZX vibrant colors Brick Red / Concrete / Emerald / Mahogany / Olive Brown / Pitch Black / Sand Stone / Sky Blue / Slate in color.

- 4.4.3. The KBI Flexi-Pave HD2000 shall be mixed with a urethane binding agent based on MDI Polyether Polyols and shall be free of extender oils to prevent leaching over time. Binders that use extender oils will not be acceptable.
- 4.4.4. The KBI Flexi-Pave HD2000 shall be cured and fit for use within 24 hours of installation.

5. QUALITY ASSURANCE

- 5.1. The Contractor is responsible for supplying and installing a warranted material that meets, or exceeds, the manufacturer's specifications and testing:
 - 5.1.1. ASTM C 666/C/666M- Freeze-Thaw testing with no cracks or breaks through 300 cycles of testing.
 - 5.1.2. Designated as "Highly Permeable" under FL DOT FM 5-565 permeability testing.
 - 5.1.3. Independent testing showing a perk rate of 2400 gph (40 gpm) per sq. ft. or higher.
 - 5.1.4. Scuff/Power Steering Resistance in accordance with ISSA TB 100 / ISSA TB 139.
 - 5.1.5. Accelerated Weathering using ASTM 4798.
 - 5.1.6. Hamburg Loaded Wheel Testing TX DOT 242-F, must be equivalent or better than 2.3 rut depth at 8,000 cycles and full recovery within 24 hours.
 - 5.1.7. Static Creep Testing TX DOT 231-F, shall be equivalent to or better than total strain +2.703% and permanent strain equal to 0.514%.
 - 5.1.8. Resilient Modulus Testing in accordance with ASTM D 4123 shall be equivalent or better than 68,495 pounds.
 - 5.1.9. Slip resistant and ADA compliant, in accordance with ASTM D 2047 testing.
 - 5.1.10. Heat resilient to 400 degrees in accordance with ASTM D 4123 testing.
 - 5.1.11. Sound absorbent, in accordance with ASTN C423-09a / E795-05 testing.
 - 5.1.12. Compression tested and be able to withstand 250 psi without permanent deformation or damage.
 - 5.1.13. Has a leachate less than 6 parts per billion and containing no organic compounds or heavy metals.
 - 5.1.14. The material shall be resistant to the following elements: transmission, hydraulic, and brake fluids, gasoline, diesel, saltwater, oil, chlorine, ozone, bromine, and muriatic acid.

6. PROJECT CONDITIONS

- 6.1. The Contractor shall provide appropriate and adequate protection to adjacent areas including but not limited to:
 - 6.1.1. Protection of adjacent work space from splashing of Flexible Porous Paving materials.
 - 6.1.2. Remove all stains from exposed surfaces of paving, structures, and grounds.
 - 6.1.3. Remove all waste and spillage.
 - 6.1.4. Provide suitable protection to assure no damage or disturbance to existing improvements or vegetation before starting work and maintain protection throughout the course of the work.
 - 6.1.5. Restore and repair areas, at no additional cost to the owner, that have been damaged as a result of construction work, including existing paving on or adjacent to the site, to their original condition or repair as directed to the satisfaction of the Owner's

7. WEATHER

- 7.1. KBI Flexi-Pave HD2000 urethane binder is engineered based on the geographical location of the project and climate expectations during installation. KBI will provide the appropriate binder for each installation and the materials delivered will be based on project location and seasonality.
- 7.2. KBI Flexi-Pave HD2000 shall not be installed when the ambient air temperature in the shade near the installation site is above 110° F or below 50° F. Temperatures below 50° F can extend the curing time and would fall outside of normal "use ready in 24 hours" guidelines.
- 7.3. The urethane binder shall be stored on site at between 59° - 77° F and used within 6 months of delivery.
- 7.4. The Contractor shall not pave on days when rain is forecast, unless a change in the weather results in favorable paving conditions as determined by the Owner's Representative.
- 7.5. In the event of rain on days prior to installation, the sub base must be dry and not contain any standing or moving water.

8. SAFETY AND TRAFFIC CONTROL

- 8.1. When construction work will interfere with existing, traffic and sidewalks the Contractor shall notify and cooperate with local authorities, and other jurisdictional organizations, and provide temporary barriers, signs, warning lights, flaggers, and other protections as required by the authorities to assure the safety of pedestrians and vehicles around the construction area and to organize the smooth flow of traffic.

9. MAINTENANCE

- 9.1. KBI Flexi-Pave HD 2000 installations are designed to operate and function trouble free with only minimal routine maintenance over the lifetime of the product.
- 9.2. The frequency and scope of the routine maintenance required will largely be dependent on the application and project location. The key objective will be to keep the surface clean and clear of debris to maintain the hydraulic conveyance capacity of KBI Flexi- Pave over time as well as maintaining the aesthetic appeal of the surface.
- 9.3. Prior to undertaking routine maintenance of KBI Flexi- Pave it is recommended that an annual inspection be completed to evaluate the condition of the surface. The following are suggested annual maintenance inspection points:
- 9.3.1. Inspect the surface of the KBI Flexi- Pave for evidence of sediment deposition, organic debris, staining or ponding. If any signs of clogging are noted, schedule a vacuum sweeper (no brooms or water spray) to remove deposited material. Cleaned sections may then be tested by pouring water from a five-gallon bucket to ensure full hydraulic conveyance capacity has been restored.
- 9.3.2. Inspect the structural integrity of the KBI Flexi- Pave surface, looking for signs of damage or surface deterioration, such as raveling, slumping, cracking, etc. Replace or repair affected areas, as necessary.
- 9.3.3. Check for potential need to overspray/roll with urethane binder after 4-6 years.
- 9.4. If in doubt or should any unexpected situations or observations occur during the maintenance inspection, please contact KBI for consultation and advice.

10. WARRANTY

- 10.1. The KBI Flexi- Pave HD2000 shall have a material warranty of 1 year from the date of installation (extended warranties are available with the addition of a maintenance program)
- 10.2. The Manufacturers' warranty shall be issued on completion of the installation and final inspection.
- 10.3. The Manufactures' warranty is based and predicated on the hands-on installation by a certified and qualified team of tradesmen. Faulty workmanship by tradesmen uneducated ins will be cause to void the warranty.

Revised November 2016

KBI FLEXI®-PAVE HD2000

As Specified _____ Exceeds _____ Exception _____

Describe _____

END OF SECTION IV

SECTION V
INSURANCE REQUIREMENTS

- A. **INSURANCE:** Before performing any contract work, Contractor shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than “Excellent.” No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.
- i. Worker’s Compensation: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers’ Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.
 - ii. Comprehensive Commercial General Liability Insurance: Occurrence from required. City of North Port to be named additionally insured. Aggregate must apply separately to this Contract. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
 - iii. Commercial Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.
 - iv. Environmental/Pollution Liability: Not required unless chemicals are being used that are listed as hazardous on www.epa.gov website. If hazardous chemicals are to be used, Contractor shall provide an Environmental/Pollution Liability policy in an amount acceptable to the City. Contractor shall notify City prior to usage of hazardous chemicals so that adequate insurance coverage is provided prior to usage of such chemicals. Failure to so notify City shall be deemed a material breach of this Contract.

General requirements: The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor’s insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor’s responsibility to provide notice to the City.

- B. **WAIVER OF SUBROGATION:** All required insurance policies, except for Worker’s Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City’s insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor’s responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This

waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

C. POLICY FORM

1. All policies, required by this Contract, except for Worker's Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), except for Professional Liability and Worker's Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

END OF SECTION V

SECTION VI
BIDDER CHECKLIST

BEFORE SUBMITTING YOUR BID MAKE SURE YOU...

- ☐ 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements and Insurance Requirements. (Bidder has reviewed all the insurance requirements and can provide a certificate within ten (10) days of award.).
- ☐ 2. Fill out and sign **Bid Form** (acknowledge addenda, bond information, subcontractors and suppliers, if applicable).
- ☐ 3. Fill out **Bid Price Schedule** (unit prices must be filled in every block).
- ☐ 4. Fill out and sign the **Statement of Organization** and have it properly notarized.
- ☐ 5. Provide **State of Florida Registration** (<http://www.sunbiz.org/search.html>)
- ☐ 6. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☐ 7. Fill out and sign the **Conflict of Interest Form**
- ☐ 8. Fill out the **Reference Form**
- ☐ 9. Fill out and Sign the **Vendor Drug Free Workplace Form**.
- ☐ 10. Fill out and sign the “**Local Business Affidavit**” or “**North Port Local Business Affidavit**”, if applicable.
- ☐ 11. Fill out and sign **Public Entity Crime Information**
- ☐ 12. Fill out and sign **No Lobbying Affidavit**
- ☐ 13. Provide **CD** or **USB drive** (pdf of submittal)
- ☐ 14. Provide **any additional documentation requested** within the Bid Document.
- ☐ 15. **Submit ONE (1) Original AND ONE (1) Copy of submittal.**
- ☐ 16. **CREDIT CARDS** Does your company accept Credit Card Payments? (Credit card payments will be processed upon the City’s inspection and acceptance of goods/services and receipt of invoice for payment. The City will not pay fees for credit card transactions). ☐ **YES** ☐ **NO**
- ☐ 17. Clearly mark the sealed bid with the **BID NUMBER AND BID NAME** on the outside of the package.

City of North Port Purchasing Division
Lindsay Louke, Contract Specialist
4970 City Hall, Suite 337
North Port, Florida 34286

RFB NO. 2018-14 REBID - Pine Park Walking Paths

Make sure your BID is submitted PRIOR to the deadline.

Late BIDS will not be accepted.

Failure to provide the requested attachments may result in your BID being deemed non-responsive.

INCLUDE THIS CHECKLIST WITH SUBMITTAL

BID FORM

Name of Bidder: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Contractor License #: _____ FEID #: _____

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this submittal is made without collusion with any person, firm, or corporation; and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

TOTAL BID PRICE FOR BID SCHEDULE:

_____ \$ _____
(TYPE/PRINT) (NUMERIC)

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

COMPANY NAME: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

This page must be completed and submitted

BID BOND

BID BOND: ACCOMPANYING THIS PROPOSAL IS _____

(insert: "cash", "bidder's bond", or "certified check", as the case may be) in an amount equal to at least 5% of the total amount of the bid, payable to the City of North Port. Cashier's checks will be returned to all bidders after award of bid.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the contract documents accompanied by the required labor and material and faithful performance bonds with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City's reasonable attorneys' fees incurred with or without suit.

All contract documents shall be in the name of "City of North Port".

PERFORMANCE/PAYMENT BOND

The undersigned agrees, **if awarded this bid**, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Division at the time of the pre-construction meeting.

All contract documents shall be in the name of "City of North Port".

INDEMNITY:

The Contractor shall indemnify and hold harmless the City, its Commissioners, officers, and employees, from and against any and all liabilities, damages, losses and costs (including attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), which may arise out of any negligence, recklessness, or intentional wrongful misconduct of the Contractor (or Contractor's Officers, subcontractors, sub-subcontractors, materialmen, or the employees, or agents of any one of them, if any) in the performance or the failure to perform under the terms of the Contract. In the event of a claim, the City shall promptly notify the Contractor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided in Section 18. Notification may also be provided by fax transmission to the number provided in Section 18, if provided.

The City shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

BID SCHEDULE - ESTIMATED QUANTITIES

Bidders shall plan to verify all quantities AND Unit of Measure (UOM) in the schedule of values. All quantities/UOM shall be stated in the Bidder verified column even if they agree with the City.

Bidder should **NOT** reference the words “**No Charge, N/A, included: dash, etc.**” on any of the line items. Bidder is requested to identify a monetary amount for each **UNIT PRICE line item**. If bidder is not providing a **bid price for an item, zero (0) should be designated on that line item. BIDDER TO PROVIDE A MONETARY VALUE IN THE UNIT PRICE COLUMN.** Leaving the **Unit Price column empty** may cause bidder’s to be deemed non-responsive and bid response be rejected.

NO.	DESCRIPTION	UOM	ENG EST. QTY	BIDDER VERIFIED UOM	BIDDER VERIFIED QTY	UNIT PRICE	EXTENDED PRICE
1	Mobilization & Demobilization	LS	1				
2	General Conditions	LS	1				
3	Site Work	LS	1				
4	Silt Fence	LS	1				
5	Bahia Sod	SY	1970				
6	Tactile Surface H/C Mats	EA	2				
7	1 ½" Flexi-Pave HD 2000 over 4" #57 stone (Walking Path detail shown on Sheet C7)	SF	3540				
8	4" Concrete pad w/1" Flexi-Pave at 3 bench locations detail shown on Sheet C7	SF	120				
TOTAL BID							\$

NOTICE NEEDED PRIOR TO COMMENCEMENT _____ **Calendar Days**

Please note the following clarifications to the specifications:

- Included in the specifications are three (3) Park Benches and three (3) Trash Receptacles, shown on the site plan and detail sheet C7. These benches and receptacles will be provided by the City. Bidder shall include labor time to install the benches and receptacles in bid pricing.
- Included in the specifications are an electrical and lighting portion for this project. The electrical and lighting are complete, and there is no need to provide any bid pricing for these items.

COMPANY NAME: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

This page must be completed and submitted

EQUIPMENT LIST

Equipment is located at: _____

The following is a listing of your equipment, inclusive of manufacturer, year and condition. Condition shall be listed in accordance with the following scale: **1-Excellent; 2-Good; 3-Fair; 4-Poor.** (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned (If leased, date of expiration)

COMPANY NAME: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

This page must be completed and submitted

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **2018-14 PINE PARK FLEXI-PAVE WALKING PATHS - REBID**. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A). Contractor shall furnish to City a list of all subcontractors prior to any payments against the Contract. All subcontractors are subject to City approval.

SUBCONTRACTOR(S)

(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER)/E-MAIL

1. _____
2. _____
3. _____

SUPPLIER(S)

1. _____
2. _____
3. _____

NOTICES:

Any notice, demand, communication, or request required or permitted hereunder shall be sent by certified mail, return receipt requested, and shall be mailed to:

As to CITY:
Project Manager
Neighborhood Development Services
6644 Price Blvd.
Tel: 941.240.8000
Fax: 941.240.8022

As to CONTRACTOR (NAME AND ADDRESS):

Tel:
Fax:
E-mail:

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 5:00 pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

STATEMENT OF ORGANIZATION

Name of Business: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

Mailing Address (If applicable): _____

Phone: _____ **Fax:** _____

E-Mail: _____

Name/Title of person authorized to bind: _____

Signature: _____

Are you registered with the State of Florida Department of State? ☐ Yes or ☐ No

If yes, what is your State document number? _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2014, by _____ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

This page must be completed and submitted

SUBSTITUTION REQUEST FORM

Substitution requests shall be made up to ten (10) days prior to the opening of the bids on the Substitution Request Form included in this section.

CONTRACT AWARD

DATE: _____

TO: _____

PROJECT: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

DRAWING SPEC. _____ SECT. NO. _____ PARAGRAPH _____
SPECIFIED ITEM _____

Proposed
Substitution: _____

Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

Fill in the blanks below.

1. Does the substitution affect dimensions shown on the Drawings?
Yes _____ No _____ If yes, indicate changes.

2. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by requested substitution?
Yes _____ No _____ If no, fully explain.

3. What affect does substitution have on other Contracts or other trades?
4. What affect does substitution have on the Construction Schedule?
5. Manufacturer's Warranties of the proposed and specified items are:
_____ Same _____ Different (explain on attachment).
6. Reason for request: _____
7. Itemized comparison of specified item (s) with the proposed substitutions; list significant variations:

8. Designation of maintenance requirements and sources:

(Attach additional sheets if required.)

ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE

_____ Accepted _____ Accepted as noted

Undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by:

Signature

Title

Print Name

Date:

Firm

Telephone

Address

Email

CERTIFICATE OF EQUAL PERFORMANCE: (For Use by Landscape Architect)

_____ Accepted _____ Accepted as noted
_____ Received too late

Remarks: _____

Signature shall be by person having authority to legally bind his firm to the above items.
Failure to provide legally binding signature will result in retraction of approval.

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- ☐ I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____
- ☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- ☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____
- ☐ None Of The Above

PART II:

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under §112.313(12)
- ☐ I will NOT request an advisory board member waiver under §112.313(12)
- ☐ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any bidders whose conflicts are not waived or exempt.

COMPANY: _____

SIGNATURE: _____

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

AFFIDAVIT
Claiming Status as a LOCAL BUSINESS

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL BUSINESS STATUS****

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared: _____
who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached proposal;

AND

2. I am fully informed respecting the operation and employees of the Bidder;

AND

3. I affirm that the Bidder has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is _____

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port. If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who ☐ is personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

This page to be returned only if Contractor is claiming a Local Business Status.

AFFIDAVIT

Claiming Status as a **North Port Local Business**

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM NORTH PORT BUSINESS STATUS****

State of _____

County of _____

SS.

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached bid;

AND

2. I am fully informed respecting the operation and employees of the Bidder;

AND

3. I affirm that the Bidder has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is _____.

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port.

If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 2014, by _____ who ☐ is personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

This page to be returned only if Contractor is claiming a North Port Local Business Status.

REFERENCES/CLIENT LISTING:

Provide three (3) satisfactory references within the past five (5) years of similar nature and scope.

1. **Company/Entity Name:** _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ TITLE: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Product Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

2. **Company/Entity Name:** _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ TITLE: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Product Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

3. **Company/Entity Name:** _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ TITLE: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Product Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

COMPANY: _____

SIGNATURE: _____

This page must be completed and submitted

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent,
_____, located at _____

City: _____ State: _____ Zip Code: _____, have read and understand
the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S.
§287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20_____, by _____
who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

SS. }

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any Respondent, firm, or person to fix the price or prices in the attached reply or of any other Respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 20____.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2014, by _____ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

COMPANY: _____

SIGNATURE: _____

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

DRUG FREE WORKPLACE FORM

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that
_____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that Respondent complies fully with the above requirements.

Check one:

- ☐ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- ☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Signature

Print Name

Date

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that”:

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2014

_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 20__.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__, by _____ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH BID
END OF SECTION VI

CONSTRUCTION PLANS FOR RFQ PINE PARK WALKING PATH McKIBBEN DRIVE SECTION 33, TOWNSHIP 39S, RANGE 21E

JOB COPY

PROJECT SITE SUMMARY

PROJECT ZONING = GU (GOVERNMENT USE)

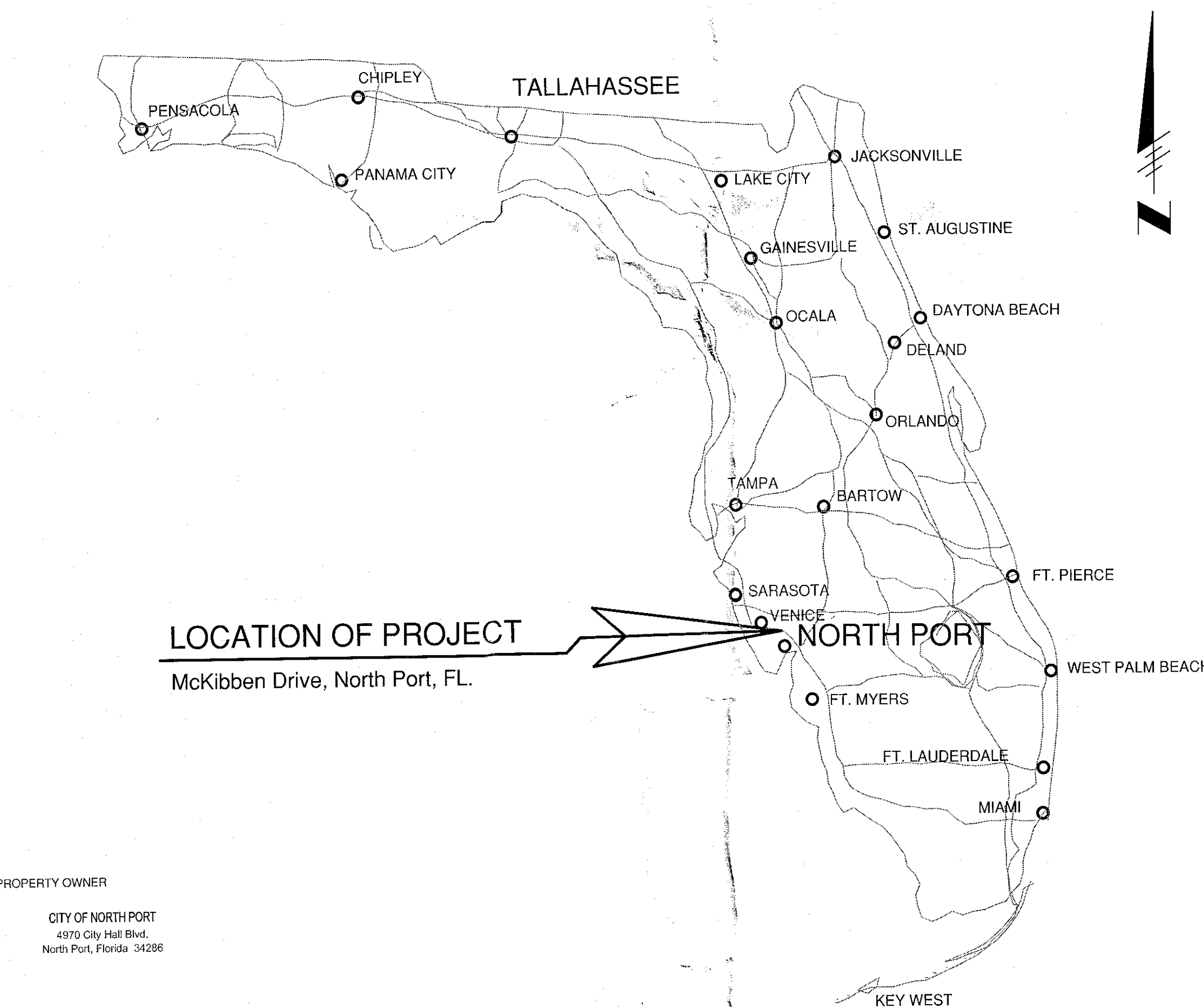
PROJECT AREA 113,124 S.F. 2.6 AC.

IMPERVIOUS AREA

TYPE	EXISTING	PROPOSED	TOTAL	%
BUILDINGS (GAZEBO)	258 S.F.	0.00 S.F.	258 S.F.	0.2 %
ASPHALT PAVEMENT	800 S.F.	0.00 S.F.	800 S.F.	0.7 %
CONCRETE SIDEWALKS/ SLABS	0.00 S.F.	120 S.F.	120 S.F.	0.1 %
TOTAL IMPERVIOUS	1,058 S.F.	120 S.F.	1,178 S.F.	1.0 %

PERVIOUS AREA

PERVIOUS PAVEMENT	3,540 S.F.	9.1 %
LANDSCAPE AND OPEN SPACE	108,406 S.F.	95.9 %
TOTAL PERVIOUS	111,946 S.F.	99.0 %



PROPERTY OWNER
CITY OF NORTH PORT
4970 City Hall Blvd.
North Port, Florida 34286

ENTITY RESPONSIBLE FOR MAINTENANCE, INCLUDING ALL
ON-SITE FACILITIES SUCH AS PARKING AREAS, PIPES, INLETS
SIDEWALKS, BUILDING, AND LANDSCAPED FACILITIES.

CITY OF NORTH PORT
4970 City Hall Blvd.
North Port, Florida 34286

INTENDED USE:
Parks and Recreation

ALL FACILITIES CONTAINED HEREIN HAVE BEEN DESIGNED
IN ACCORDANCE WITH THE FLORIDA ACCESSIBILITY CODES, F.A.C.
(FLORIDA STATUTES, SECTIONS 553.501-553.513)

THE FACILITIES COMPLY WITH ALL APPLICABLE STANDARDS INCLUDING THE "MANUAL OF
UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR
STREETS AND HIGHWAYS"

THE WATER AND SEWER SERVICE WILL BE PROVIDED
WATER: NORTH PORT UTILITIES
SEWER: NORTH PORT UTILITIES

THE POWER SERVICE WILL BE PROVIDED
BY FLORIDA POWER AND LIGHT

THE TELEPHONE SERVICE WILL BE PROVIDED
BY CENTURYLINK

SOLID WASTE WILL BE PROVIDED
CITY OF NORTH PORT

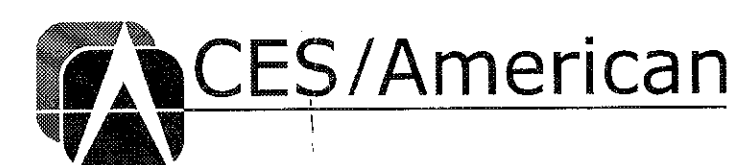


SITE

LOCATION MAP

CITY OF NORTH PORT
4970 City Hall Blvd.
North Port, Florida 34286

PREPARED BY



CHARLOTTE ENGINEERING & SURVEYING, INC.

1700 EL JOBEAN ROAD
PORT CHARLOTTE, FLORIDA 33948
T: (941) 629-2552
F: (941) 743-8298
E: ces@acp-ces.com

INDEX OF DRAWINGS

- C1 COVER SHEET
- C2 GENERAL NOTES & SPECIFICATIONS
- C3 AERIAL
- C4 EXISTING CONDITIONS
- C5 SITE PLAN
- C6-C7 MISCELLANEOUS DETAILS
- C8 PAVING & DRAINAGE PLAN
- C9 EROSION CONTROL PLAN
- E1 - E4 LIGHTING PLANS (Matern Professional Engineering Inc.)
- SURVEY (All Service Land Surveying, Inc.)

A permit shall be constructed to be a license to
process with the work and shall not be constructed
as authority to violate, cancel, alter, or set aside
any of the provisions of this code, or shall such
issuance of a permit prevent the Building Official from
thereafter requiring a correction of errors in plans or
in construction, or of violations of this code.

Reviewed for Electrical Code Compliance
Date: 2/24/17
Plans Engineer

ORIGINAL DATE: --		04/02/2014
REVISIONS:		
DATE	DESCRIPTION	
5/29/14	City Comments	
6/17/14	SWFWMD Submittal	
7/17/14	City Re-Submittal	
9/17/14	Final Construction Plans	
--	--	
--	--	

NOTE:
ALL HANDICAP RAMPS (TACTILE SURFACE AREAS) WILL BE TEXTURED IN
ACCORDANCE WITH FLORIDA ACCESSIBILITY CODE SECTION 4.28.2 "DETECTABLE
WARNINGS ON WALKING SURFACES". SAW CUTTING GROOVES IS NOT ACCEPTABLE.

JOB COPY

11/4/2017
Joseph S. Menen, P.E.
P.E. No. 44745
State of Florida
Charlotte Engineering & Surveying, Inc.
Corporation No. 2904
Job No. 12715

PRE-BID SUBMITTAL
THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BIDDING TO FAMILIARIZE HIMSELF WITH THE CONDITIONS FOR CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER A WRITTEN LIST OF ALL PERMITS, ORDINANCES, AND REGULATIONS THAT MAY AFFECT THE PROJECT. THE CONTRACTOR SHALL REVIEW ALL PLANS, SPECIFICATIONS, AND PERMITS PREVIOUSLY SECURED ON BEHALF OF THE OWNER. IN CASE OF ANY DISCREPANCY EITHER IN PERMIT DOCUMENTS, PLANS, DRAWINGS, OR SPECIFICATIONS, THE CONTRACTOR MUST PROMPTLY SUBMIT A WRITTEN CLARIFICATION REQUEST TO THE OWNER. WHO WILL PROMPTLY FORWARD SAME TO THE ENGINEER WHO WILL MAKE A DETERMINATION IN WRITING. THE CONTRACTOR MUST VERIFY EXISTING FACILITY INFORMATION, AND ALL DESIGN/PERMIT DATA REQUIRED FOR WORK THAT IS TO CONNECT WITH EXISTING FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, AND FOR COMPLYING WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, CODES, AND REGULATIONS IN CONNECTION WITH THE PERFORMANCE OF THE WORK.

CONSTRUCTION SAFETY AND LIABILITY
THE CONTRACTOR MUST TAKE PROPER SAFETY AND HEALTH PRECAUTIONS TO PROTECT THE WORK, THE WORKERS, THE PUBLIC, AND THE PROPERTY OF OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS DELIVERED AND WORK PERFORMED UNTIL COMPLETION AND ALL ACCEPTANCES HAVE BEEN OBTAINED. THE CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL DEVICES. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO PERSONS OR PROPERTY THAT OCCURS AS A RESULT OF HIS NEGLIGENCE. THE CONTRACTOR MUST HAVE HARMLESS AND INDEMNIFY THE OWNER AND CHARLOTTE ENGINEERING AND SURVEYING, INC., ITS OFFICERS, REPRESENTATIVES, AND EMPLOYEES FROM ALL CLAIMS, LOSS, DAMAGE, ACTIONS, CAUSES OF ACTION, AND/OR DAMAGES RESULTING FROM, BROUGHT FOR, OR ON ACCOUNT OF ANY PERSONAL INJURY OR PROPERTY DAMAGE RECEIVED OR SUSTAINED BY ANY PERSONS OR PROPERTY GROWING OUT OF, OCCURRING, OR ATTRIBUTABLE TO ANY WORK PERFORMED UNDER OR RELATED TO THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ANY SUBCONTRACTOR, OR ANY EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CONTRACTOR OR ANY SUBCONTRACTOR.

PRE-CONSTRUCTION
THE OWNER SHALL SECURE PRIOR TO CONSTRUCTION A PROFESSIONAL LAND SURVEYOR TO PERFORM AN "AS-BUILT" SURVEY OF ALL COMPLETED IMPROVEMENTS. THE OWNER SHALL ALSO SECURE PRIOR TO CONSTRUCTION A PROFESSIONAL ENGINEER TO PROVIDE THE APPROPRIATE SERVICES NEEDED IN ORDER TO CERTIFY TO ALL APPLICABLE REGULATORY AGENCIES THAT THE IMPROVEMENTS WERE CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH ALL APPLICABLE PERMITS AND APPROVALS. THE OWNER SHALL COORDINATE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, SURVEYOR, CONTRACTOR, TESTING LAB, UTILITY COMPANIES, AND APPLICABLE REGULATORY AGENCIES. THE CONTRACTOR SHALL PROVIDE A SHOP DRAWING SUBMISSION SCHEDULE FOR ALL PROJECT MATERIALS AND COMPONENTS. THE CONTRACTOR SHALL NOT INITIATE CONSTRUCTION OF ANY PORTION OF THE IMPROVEMENTS UNTIL THE SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED BY THE ENGINEER. THE CONTRACTOR, ENGINEER, AND UTILITY COMPANY SHALL ALSO DISCUSS ALL DOCUMENTATION REQUIRED FOR CONTRIBUTED FACILITIES TRANSFER FROM THE OWNER/DEVELOPER TO THE UTILITY COMPANY UPON PROJECT COMPLETION. UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FOLLOWING DOCUMENTS SHALL BE PROVIDED:
1. UTILITY EASEMENTS(S); MUST BE RECORDED AT COUNTY CLERK OF COURT OFFICE BEFORE SUBMITTING TO UTILITY.
2. EASEMENT ACKNOWLEDGMENT.
3. AFFIDAVIT.
4. RELEASE OF LIEN.
5. BILL OF SALE.
6. ASSIGNMENT OF RIGHTS UNDER UTILITY AGREEMENT: WHEN PROPERTY HAS BEEN TRANSFERRED TO A NEW OWNER.
7. DESCRIPTION OF FACILITIES: A SHORT EXPLANATION DEPICTING WHAT HAS BEEN CONSTRUCTED.
8. RECORD DRAWING: MUST INCLUDE INDIVIDUAL ITEMS OR APPURTENANCES, UNIT COST AND TOTAL COST OF EACH. DO NOT INCLUDE WATER SERVICE LINES OR SEWER LATERALS.
9. RECORD DRAWING: MUST BE DESIGNED AND SEALED BY ENGINEER OF RECORD. SUBMIT A REPRODUCIBLE MYLAR AND TWO COPIES OF PRINTS.
10. F.D.E.P. APPLICATION(S).
11. INSPECTION TEST REPORT(S).
12. PRESSION TEST REPORT(S).
13. INFILTRATION-EXFILTRATION TEST REPORT(S), INCLUDING VIDEO TAPES
14. AND LAMPING REPORTS.
15. LIFT STATION INSPECTION (START-UP) REPORT(S) AND EQUIPMENT SHOP DRAWINGS.
16. BACTERIOLOGICAL TEST REPORT(S).
17. ENGINEER'S CERTIFICATION OF SUBSTANTIAL COMPLETION TO F.D.E.P.
18. SYSTEM(S) ACCEPTANCE LETTER(S) FROM F.D.E.P.
NOTES: ITEMS 1-8 TO BE SUPPLIED BY OWNER. ITEMS 9-17 TO BE SUPPLIED BY ENGINEER OF RECORD.
UNLESS OTHERWISE SPECIFIED BY THE UTILITY, THE CONTRACTOR SHALL NOTIFY THE SUPERINTENDENTS OF THE WATER, GAS, SEWER, TELEPHONE, AND POWER COMPANIES, 10 DAYS IN ADVANCE, THAT HE INTENDS TO START WORK IN A SPECIFIC AREA. THE OWNER SHALL BE RESPONSIBLE FOR THE SUPPORT AND PROTECTION OF EXISTING UTILITIES, SEWERS, DRAINS, WATER LINES, GAS LINES, CONDUITS OF ANY KIND, UTILITIES OR OTHER STRUCTURES OWNED BY THE CITY, COUNTY, STATE OR BY PRIVATE OR PUBLIC UTILITIES LEGALLY OCCUPYING ANY STREET, ALLEY, PUBLIC PLACE, RIGHT-OF-WAY, OR EASEMENT.

PROJECT SIGN
THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A CONSTRUCTION PROJECT SIGN AT A LOCATION DIRECTED BY THE OWNER. CHARLOTTE ENGINEERING AND SURVEYING, INC. SHALL PROVIDE A SEPARATE SIGN FOR INSTALLATION BY THE CONTRACTOR AT THIS LOCATION. THESE SIGNS SHALL BE MAINTAINED UNTIL THE PROJECT IS COMPLETED. A NOTICE TO PROCEED, UPON PROJECT COMPLETION, THE CONTRACTOR SHALL REMOVE THESE SIGNS AND RETURN TO CHARLOTTE ENGINEERING AND SURVEYING, INC. THEIR SIGN.

ENVIRONMENTAL PROTECTION DURING CONSTRUCTION
PROTECTION OF LAND RESOURCES-EXCEPT IN AREAS IDENTIFIED ON THE PLANS TO BE CLEARED, THE CONTRACTOR SHALL NOT DESTROY OR DESTROY TREES OR SHRUBS OR REMOVE OR CUT THEM WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER. IN THE ABSENCE OF A CLEARING PLAN, AREAS SHOWN FOR IMPROVEMENTS SHALL BE CLEARED UNLESS NOTED OTHERWISE.
PROTECTION OF WATER RESOURCES-IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INVESTIGATE AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE, REGIONAL, COUNTY, AND MUNICIPAL LAWS CONCERNING POLLUTION OF WATER RESOURCES. ALL WORK MUST BE PERFORMED IN SUCH A MANNER THAT OBSTACULAR CONDITIONS WILL NOT BE CREATED IN PUBLIC WATERS RUNNING THROUGH, OR ADJACENT TO THE PROJECT AREA.
1. EROSION AND SEDIMENT CONTROL-ALL PRACTICABLE AND NECESSARY EFFORT SHOULD BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND THE TRANSPORT OF SEDIMENT TO SURFACE DRAINS, SURFACE WATER, OR ONTO OTHER PROPERTY BY ANY OR ALL OF THE FOLLOWING METHODS:
A. STORMWATER FACILITIES ARE TO BE BUILT AS EARLY IN THE CONSTRUCTION PHASE AS POSSIBLE TO ENSURE THE TREATMENT OF STORMWATER RUNOFF. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES, HOWEVER, SUCH AS BERMS, SEDIMENT BASINS, GRASSING, SODDING, SAND BAGGING, BALED HAY OR STRAW, FLOATING SILT BARRIERS, STACKED SILT BARRIERS, ETC., MUST BE PROVIDED AND MAINTAINED UNTIL THE PERMANENT FACILITIES ARE COMPLETED AND OPERATIONAL.
B. RE-VEGETATION AND STABILIZATION OF DISTURBED GROUND SURFACES SHOULD BE ACCOMPLISHED AS SOON AS POSSIBLE.
C. FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES.
D. PROHIBIT THE USE OF ANY CONSTRUCTION EQUIPMENT THAT LEAKS EXCESSIVE AMOUNTS OF FUEL, OIL, OR HYDRAULIC FLUID.

2. ALL DISTURBED AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE, EXCEPT RETENTION AREAS, AND SHALL BE STABILIZED BY SODDING, EXCEPT WHERE SEEDING AND MULCHING ARE CALLED FOR ON THE PLANS. THE LATEST VERSION OF THE F.D.O.T. ROAD AND BRIDGE SPECIFICATIONS SHALL BE USED, UNLESS MORE RESTRICTIVE LOCAL SPECIFICATIONS EXIST.
PROTECTION OF FISH AND WILDLIFE
THE CONTRACTOR MUST AT ALL TIMES PERFORM ALL WORK IN A WAY AND TAKE SUCH STEPS AS REQUIRED TO PREVENT ANY INTERFERENCE WITH OR DISTURBANCE TO FISH AND WILDLIFE. THE CONTRACTOR SHALL MAINTAIN NATIVE AND NON-NATIVE PLANT AND ANIMAL HABITATS AND JURISDICTIONAL WETLANDS LOCATED WITHIN AND/OR ADJACENT TO THE PROJECT AREA.
RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS
ALL ITEMS HAVING ANY APPARENT HISTORICAL OR ARCHEOLOGICAL INTEREST THAT ARE DISCOVERED IN THE COURSE OF ANY CONSTRUCTION ACTIVITIES MUST BE CAREFULLY PRESERVED. THE CONTRACTOR MUST LEAVE THE ARCHEOLOGICAL FIND UNDISTURBED AND MUST IMMEDIATELY REPORT THE FIND TO THE OWNER SO THAT THE PROPER AUTHORITY MAY BE NOTIFIED.

EARTHWORK
1. GENERAL
1-01 SUBMITTALS
A. EROSION AND CONTROL MEASURES
B. COMPACTION TESTS
C. SOILS CLASSIFICATION TESTS
D. PRESERVATION PLANS
1-02 SITE EXAMINATION
A. BEFORE SUBMITTING BIDS, CONTRACTORS SHALL INFORM THEMSELVES AS TO LOCATION AND NATURE OF THE WORK, CHARACTER OF EQUIPMENT AND FACILITIES NEEDED FOR PERFORMANCE OF THE WORK, GENERAL GENERAL CONDITIONS PREVAILING AT THE SITE, AND OTHER MATTERS WHICH MAY, IN ANY WAY, AFFECT THE WORK UNDER CONTRACT.
B. EXAMINE SOURCES OF INFORMATION CONCERNING GROUND WATER LEVEL, WHETHER SURFACE OR SUBSURFACE, EACH BIDDER TO DRAW HIS OWN CONCLUSION CONCERNING GROUND WATER LEVELS AND HOW WATER AFFECTS HIS WORK.
1-03 SUBSURFACE INVESTIGATIONS
A. SUBSURFACE DATA, INCLUDING GROUND WATER ELEVATIONS OR CONDITIONS, IF SHOWN ON THE DRAWINGS OR ATTACHED TO THESE SPECIFICATIONS, ARE PRESENTED ONLY AS INFORMATION THAT IS AVAILABLE WHICH INDICATED CERTAIN CONDITIONS FOUND AND LIMITED TO THE EXACT LOCATIONS, SHALL NOT BE INTERPRETED AS AN INDICATION OF CONDITIONS THAT MAY ACTUALLY BE DEVELOPED THROUGH THE PERIOD OF CONSTRUCTION. BIDDERS SHALL EXAMINE THE SITE OF THE WORK AND MAKE THEIR OWN DETERMINATION OF THE CHARACTER OF MATERIALS AND THE CONDITIONS TO BE ENCOUNTERED ON THE WORK, AND THEIR PROPOSAL SHALL BE BASED UPON THEIR OWN INVESTIGATIONS. THE OWNER AND ENGINEER SHALL NOT BE HELD RESPONSIBLE FOR VARIATIONS FOUND TO EXIST BETWEEN THE ATTACHED DATA ABOVE REFERRED TO AND ACTUAL FIELD CONDITIONS THAT DEVELOP THROUGH THE PERIOD OF CONSTRUCTION. WHERE EXISTING GRADES, UTILITY LINES AND SUBSTRUCTURES ARE SHOWN ON THE DRAWINGS, THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR CORRECTNESS OF EXISTING CONDITIONS INDICATED. THE CONTRACTOR SHALL ASCERTAIN EXACT LOCATIONS OF UTILITIES AND SUBSTRUCTURES PRIOR TO CONSTRUCTION OF THIS PROJECT, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY THAT MAY RESULT FROM WORKING ON OR NEAR THOSE UTILITIES, SUBSTRUCTURES WHICH ARE NOT TO BE REMOVED OR MAINTAINED.
C. THE CONTRACTOR SHALL MAKE HIS OWN DEDUCTIONS OF THE SUBSURFACE CONDITIONS WHICH MAY AFFECT METHODS OR COST OF CONSTRUCTION AND HE AGREES THAT HE WILL MAKE NO CLAIM FOR DAMAGES OR OTHER COMPENSATION, EXCEPT SUCH AS ARE PROVIDED FOR IN THE AGREEMENT, SHOULD HE FIND CONDITIONS DURING THE PROGRESS OF THE WORK DIFFERENT FROM THOSE AS CALCULATED OR ANTICIPATED BY HIM.

1-04 BENCH MARKS AND MONUMENTS
A. MAINTAIN CAREFULLY EXISTING BENCH MARKS, MONUMENTS, AND OTHER REFERENCE POINTS. IF DISTURBED OR DESTROYED, REPLACE AS DIRECTED.
1-05 JOB CONDITIONS
A. CONDITION OF PREMISES: ACCEPT SITE AS FOUND AND EXCAVATE, FILL, COMPACT, AND BACKFILL SITE AS HEREINAFTER SPECIFIED.
B. PROTECTION:
1. EXISTING STRUCTURES AND PROPERTY: TAKE PRECAUTIONS TO GUARD AGAINST MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES AND FACILITIES; PROVIDE AND PLACE BRACING OR SHORING AS NECESSARY OR PROPER IN CONNECTION THEREWITH; BE RESPONSIBLE FOR THE PROTECTION OF EXISTING STRUCTURES AND PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY CAUSED THEREBY OR RESULTING THEREFROM. IF AT ANY TIME SAFETY OR ANY ADJACENT STRUCTURES APPEARS TO BE ENDANGERED, CEASE OPERATION, TAKE PRECAUTIONS TO PROTECT SUCH STRUCTURES AND NOTIFY THE OWNER. RESUME OPERATIONS ONLY AFTER PERMISSION HAS BEEN GRANTED BY THE OWNER.
2. SIDEWALKS AND STREETS: TAKE PRECAUTIONS TO GUARD AGAINST MOVEMENT, SETTLEMENT OR COLLAPSE OF ANY SIDEWALKS, CURBS OR STREET PASSAGES ON ADJOINING SITE; BE LIABLE FOR ANY SUCH MOVEMENT, SETTLEMENT OR COLLAPSE; REPAIR PROMPTLY SUCH DAMAGE WHEN SO ORDERED. INSTALL SUCH SHORING, INCLUDING SHEET PILING, AS MAY BE REQUIRED DURING EXCAVATION, TO PROTECT BANKS, ADJACENT PAVING, STRUCTURES AND UTILITIES.
3. RESPONSIBILITY: BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING STRUCTURES OR TO EQUIPMENT AND FURNISHINGS HOUSED THEREIN WHICH ARE DUE DIRECTLY OR INDIRECTLY TO CONSTRUCTION OPERATIONS, EXCEPT WHERE REMOVAL IS NECESSARY FOR THE PROTECTION OF EXISTING STRUCTURES AND PROPERTY. TAKE PRECAUTION TO PREVENT INJURIES TO LANDSCAPING, DRIVES, CURBS, AND WALKS ON OR ADJACENT TO SITE OF THE WORK AND REPLACE, AT NO EXPENSE TO OWNER, ANY OF SUCH THAT ARE DESTROYED.

II. EXCAVATION
1-01 GENERAL
A. ACCOMPLISH IN A MANNER THAT PROVIDES FOR THE SAFETY OF THE PUBLIC AND WORKMEN AND PROTECTS FOR THE SAFETY OF THE PROPERTY.
B. CONSTRUCTION: DO NOT CLOSE, OBSTRUCT OR STORE MATERIAL OR EQUIPMENT IN STREETS, SIDEWALKS, ALLEYS OR PASSAGEWAYS WITHOUT A PERMIT IN ACCORDANCE WITH LOCAL ORDINANCES, REGULATIONS, AND LAWS.
C. INTERFERENCES: CONDUCT OPERATIONS IN SUCH A MANNER AS TO AVOID INTERFERENCE WITH ROADS, STREETS, DRIVEWAYS, ALLEYS, SIDEWALKS AND OTHER FACILITIES.
D. PNEUMATIC TOOLS: WORK WITH PNEUMATIC OR VIBRATORY TOOLS WILL BE PERMITTED ONLY IN A MANNER WHICH CAUSES NO DAMAGE TO EXISTING STRUCTURES OR UTILITIES.
E. REMOVAL: UNLESS OTHERWISE NOTED OR SPECIFIED TO BE RELOCATED OR STORED, ALL MATERIALS REMOVED BECOME THE PROPERTY OF THE CONTRACTOR AND ARE THE REMOVED COMPLETELY AWAY FROM THE SITE BY HIM. DO NOT STORE OR PERMIT DEBRIS TO ACCUMULATE ON THE SITE.
F. TEMPORARY STRUCTURES: REMOVE ALL TEMPORARY STRUCTURES WHEN THEY ARE NO LONGER REQUIRED.
G. REPAIR: CLEAN UP, REPAIR OR REPLACE AT NO COST TO OWNER ALL PROPERTY DAMAGED BY REASON OF REQUIRED WORK. ALL PATCH WORK SHALL MATCH EXISTING AND BE PERFORMED IN A NEAT AND WORKMANLIKE MANNER BY CRAFTSMEN SKILLED IN THE TRADE INVOLVED. IN NEWLY GRADED AREAS TAKE EVERY PRECAUTION AND TEMPORARY MEASURE NECESSARY TO PREVENT DAMAGE FROM EROSION OF FRESHLY GRADED AREAS. WHERE ANY SETTLEMENT OR WASHING MAY OCCUR PRIOR TO ACCEPTANCE OF THE WORK, REPAIR OR RE-ESTABLISH TO THE REQUIRED GRADES AND SLOPES AT NO ADDITIONAL COST TO THE OWNER. THIS APPLIES TO DAMAGE TO THE NEWLY GRADED AREAS WITHIN THE CONSTRUCTION LIMITS AND DAMAGE TO ADJACENT PROPERTIES BY ERODED MATERIAL.
2-02 LOCATIONS AND ELEVATIONS
A. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEYS, MEASUREMENTS AND LAYOUTS REQUIRED FOR PROPER EXECUTION OF THE WORK. LAY OUT LINES AND GRADES FROM EXISTING SURVEY CONTROL SYSTEM AND AS SHOWN ON DRAWINGS.
2-03 CLEARING AND GRUBBING
A. WITHIN LIMITS OF AREAS DESIGNATED FOR GRADING AND SITE CONSTRUCTION WORK, REMOVE TREES, BRUSH, STUMPS, WOOD DEBRIS AND OTHER DELETERIOUS MATERIALS NOT REQUIRED TO REMAIN AS PARTS OF THE CONSTRUCTION WORK.
B. REMOVE ALL GRASS, PLANTS, VEGETATION AND ORGANIC MATERIAL FROM SAME AREA.
2-04 SITEBIDDING
A. STRIP ALL TOPSOIL, ORGANIC MATERIAL, SURFACE LITTER, RUBBLE, AND OVERBURDEN FOR ENTIRE DEPTH OF ROOT SYSTEM OF GRASS OR OTHER VEGETATION OVER THE LIMITS OF CONSTRUCTION.
B. STOCKPILE TOPSOIL ON SITE WHERE DIRECTED.
2-05 EXECUTION
A. BEGIN EXCAVATION AFTER STRIPPING, CLEARING AND GRUBBING WHERE APPLICABLE, HAS BEEN COMPLETED.
B. EXCAVATE TO GRADES REQUIRED TO ACCOMMODATE THE PROPOSED CONSTRUCTION; DE-WATER AS NEEDED.
C. REMOVE UNSATISFACTORY MATERIALS ENCOUNTERED FROM THE BUILDING AREAS, AND OTHER NON-LANDSCAPED AREAS.
D. EXCAVATE IN SUCH A MANNER THAT QUICK AND EFFICIENT DRAINAGE OF STORMWATER WILL BE AFFECTED.
E. CLASSIFY EXCAVATED MATERIALS AND STOCKPILE SEPARATELY SUITABLE SOILS FOR USE AS BACKFILL MATERIALS. IF SUFFICIENT QUANTITIES OF EXCAVATED MATERIALS MEETING REQUIREMENTS FOR BACKFILL ARE NOT AVAILABLE ON-SITE, PROVIDE MATERIALS MEETING THESE REQUIREMENTS.
F. STOCKPILE EXCAVATED MATERIAL SUITABLE FOR USE AS FILL AND BACKFILL.
2-06 FILLING, BACKFILLING, AND COMPACTION
A. THE WORK CONSISTS OF COMPACTION OF EXISTING LAYER (EXCLUDES ROCK), SURFACES AFTER EXCAVATION, FILLING AND COMPACTION OF SLOPE AREA TO LEVELS REQUIRED WITH SUITABLE BACKFILL MATERIAL.
B. MATERIALS: SATISFACTORY FILL MATERIALS, AASHTO CLASSIFICATION A-3 OR BETTER, SHALL BE USED IN FILLS AND BACKFILLS.
C. FILLING: BACKFILLING: PLACE SATISFACTORY FILL MATERIAL IN HORIZONTAL LAYERS NOT EXCEEDING SIX (6") INCHES IN LOOSE DEPTH. COMPACT AS SPECIFIED HEREIN. NO MATERIAL SHALL BE PLACED ON SURFACES THAT ARE MUDDY.
D. COMPACTION: COMPACTION SHALL BE WITH EQUIPMENT SUITED TO SOIL BEING COMPACTED. MOISTEN OR AERATE MATERIAL, AS NECESSARY, TO PROVIDE MOISTURE CONTENT THAT WILL READILY FACILITATE OBTAINING SPECIFIED COMPACTION WITH EQUIPMENT USED. COMPACT EACH LAYER TO NOT LESS THAN PERCENTAGE OR MAXIMUM DENSITY SPECIFIED BELOW, DETERMINED IN ACCORDANCE WITH AASHTO T-180. INSURE THAT THE COMPACTION OF PREVIOUSLY PREPARED FILL AREAS HAS BEEN MAINTAINED PRIOR TO PLACING NEW LAYERS.
E. COORDINATION OF SUBGRADE: WHEN APPROVED OPERATIONS SUBGRADES ARE DISTURBED BY THE CONTRACTOR'S SUBSEQUENT OPERATIONS OR ADVERSE WEATHER, SUBGRADE SHALL BE SCARIFIED AND COMPACTED AS SPECIFIED HEREIN BEFORE TO REQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION.
F. OVER UNDERGROUND UTILITIES SHALL BE BY POWER-DRIVEN HAND TAMPERS.
COMPACTION REQUIREMENTS:
1. FILL UNDER LAWNS AND PLANTED AREAS: 95%
2. BELOW SLABS ON GRADE AND SIDEWALKS: 95%
3. UNDER PAVING AND PARKING AREAS: 95%
C. PROPOSED GRADES ARE DESIGNED FOR 4:1 SLOPES UNLESS OTHERWISE SPECIFIED. ALL SLOPES TO BE 4:1 MAXIMUM EXCEPT AS NOTED. (eg. STORMWATER POND).

2-07 TESTING
A. THE CONTRACTOR WILL PROVIDE THE SERVICES OF A TESTING LABORATORY TO PERFORM SPECIFIED TESTS, INSPECTIONS, INSTRUMENTATION AND INSPECTION OF THE WORK.
B. TESTS OF MATERIALS SHALL BE AS FOLLOWS:
1. SOIL CLASSIFICATION: ONE TEST FROM EACH TYPE OF MATERIAL ENCOUNTERED AND/OR PROPOSED TO BE USED.
2. MATERIALITY TESTS FOR MOISTURE-CONTENT AND DENSITY: ACCORDING TO AASHTO T-99; ONE TEST FOR EACH MATERIAL ENCOUNTERED AND/OR PROPOSED TO BE USED.
3. FIELD TESTS FOR MOISTURE, CONTENT AND DENSITY: ONE TEST PERVAILING AT THE SITE AND OTHER MATTERS WHICH MAY, IN ANY WAY, AFFECT THE WORK UNDER CONTRACT.
C. ONE COPY OF ALL TEST REPORTS, SIGNED AND SEALED BY TESTING LABORATORY ARE TO BE PROVIDED TO THE ENGINEER.
SUPPLEMENTAL SPECIFICATIONS
GENERAL
THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND ADHERE TO THE SPECIFICATIONS AND STANDARDS OF THE UTILITY COMPANIES WHICH ARE SERVING THE PROJECT SITE. THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH ALL SITE DEVELOPMENT STANDARDS AND CODES OF THE REGULATORY AGENCIES ASSOCIATED WITH THIS PROJECT. THE LATEST VERSION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE CONSTRUCTION STANDARD SPECIFICATIONS, THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS SHALL BE INCLUDED WITHIN THE PROJECT SPECIFICATIONS. UNLESS OTHERWISE NOTED, EITHER ON THE PLANS OR WITHIN THE SPECIFICATIONS, THE APPLICABLE SECTIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS SHALL APPLY INCLUDING ALL AMENDMENTS THEREIN. THE GENERAL DESCRIPTION OF THE NATURE OF THE WORK SHALL BE SUFFICIENT CORRELATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. EXCEPT ITEM DESCRIPTION IS NOT REQUIRED. IN THE EVENT THERE ARE CONFLICTS BETWEEN SPECIFICATIONS OR REQUIREMENTS, THE MOST RESTRICTIVE (CONSERVATIVE) SPECIFICATION OR REQUIREMENT SHALL BE USED.

PORTABLE WATER DISTRIBUTION/WASTEWATER COLLECTION INSTALLATION
UNLESS OTHERWISE NOTED ON THE PLANS, THE STANDARDS AND SPECIFICATIONS OF THE ASSOCIATED UTILITY COMPANY SERVING THE PROJECT SITE SHALL BE ADHERED TO FOR ALL MATERIALS, INSTALLATION, TESTING, AND CERTIFICATION ACTIVITIES FOR ALL PUMP STATIONS, MAIN LINES, SERVICES, AND APPURTENANCES. IF STANDARDS AND SPECIFICATIONS ARE NOT AVAILABLE, THE CONTRACTOR SHALL CONFORM TO THE LATEST STANDARDS AND SPECIFICATIONS ADOPTED BY LOCAL UTILITIES, LOCAL GOVERNMENT, REGULATIONS, OR THE MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES, WHICHEVER IS SPECIFICALLY THE MOST RESTRICTIVE.
STORMWATER PIPE INSTALLATION AND MISCELLANEOUS EXCAVATIONS
UNLESS OTHERWISE NOTED ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM THE EXCAVATION, BEDDING, JOINTS, AND BACKFILLING OPERATIONS IN ACCORDANCE WITH THE PORTABLE WATER DISTRIBUTION/WASTEWATER COLLECTION INSTALLATION, LOCAL GOVERNMENT REGULATIONS OR STANDARDS, F.D.O.T. STANDARDS AND SPECIFICATIONS, OR MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES, WHICHEVER IS SPECIFICALLY THE MOST RESTRICTIVE.
UNSATISFACTORY MATERIALS
UNSATISFACTORY MATERIAL IS ENCOUNTERED WITHIN THE ROADWAY AREA AND/OR UTILITY AREAS IT SHALL BE REMOVED TO A DEPTH OF THREE (3) FEET OR TO THE SUB-BASE OR TRENCH BOTTOM AND SHALL BE BACKFILLED WITH A-3 MATERIAL OR BETTER WITH PLACEMENT AND COMPACTION METHODS IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. UNLESS OTHERWISE NOTED ON THE PLANS, UNSATISFACTORY MATERIALS SHALL BE REMOVED FROM THE SITE, UNLESS THE ENGINEER APPROVES USE WITHIN LANDSCAPED AREAS.
DE-WATERING
1-01 GENERAL
A. DE-WATERING CONSISTS OF PERFORMING ALL WORK NECESSARY TO REMOVE SURFACE AND/OR GROUND WATER AND/OR HYDROSTATIC PRESSURES IN ORDER TO PERMIT ALL EXCAVATION AND CONSTRUCTION UNDER THIS CONTRACT TO BE PERFORMED IN THE DRY.
B. WORK OF THIS SECTION INCLUDES INSTALLATION, OPERATIONS, MAINTENANCE, SUPERVISION, SUPPLY, DISMANTLING, AND REMOVAL FROM THE SITE OF THE DE-WATERING EQUIPMENT.
C. THE CONTRACTOR MUST FAMILIARIZE HIMSELF WITH THE POTENTIAL FOR EXCESSIVE RAINFALL, THE GROUND CONDITIONS, WATER CONDITIONS, AND GROUND WATER ELEVATION CAN FLUCTUATE, IT IS ANTICIPATED THAT ANY EXCAVATIONS MAY ENCOUNTER THE GROUND WATER TABLE.
D. AT ALL TIMES THE CONTRACTOR SHALL MAINTAIN AND OPERATE ADEQUATE SURFACE AND SUBSURFACE DRAINAGE METHODS IN ORDER TO KEEP THE CONSTRUCTION SITE DRY AND IN SUCH CONDITION THAT PLACEMENT AND CONSTRUCTION OF FILL MAY PROCEED UNHINDERED BY SATURATION OF THE AREA. DURING CONSTRUCTION, THE SURFACE OF THE BASE OR SUBGRADE SHALL BE IN SUCH CONDITION THAT PRECIPITATION AND/OR SURFACE WATER WILL RUN OFF WITHOUT FLOODING.
1-02
A. THE CONTROL OF ALL SURFACE AND SUBSURFACE WATER IS PART OF THE DE-WATERING REQUIREMENTS. MAINTAIN ADEQUATE CONTROL SO THAT THE STABILITY OF EXCAVATED AREAS AND ADJACENT PUBLIC PROPERTY OR PORTIONS OF THE WORK UNDER CONSTRUCTION IS CONTROLLED, AND THE FLOODING OF EXCAVATIONS OR DAMAGE TO STRUCTURES DOES NOT OCCUR. DRAIN SURFACE WATER AWAY FROM THE EXCAVATION.
B. DISPOSE OF ALL WATER REMOVED FROM THE EXCAVATION IN A MANNER THAT WILL NOT ENDANGER PUBLIC HEALTH, PROPERTY, OR PORTIONS OF THE WORK UNDER CONSTRUCTION OR COMPLETED. DISPOSE OF WATER IN A MANNER THAT WILL CAUSE NO INCONVENIENCE WHATSOEVER TO THE OWNER OR TO OTHERS ENGAGED IN WORK AT THE SITE.
C. DISPOSE OF WATER FROM DE-WATERING OPERATIONS IN ACCORDANCE WITH CITY, COUNTY, STATE AND FEDERAL REGULATIONS.
D. CONDUCT OPERATIONS SO THAT STORMWATER RUNOFF, SEDIMENT IS NOT DISCHARGED TO THE ADJACENT WATER BODIES, SEWERS, STREETS AND ADJACENT PROPERTIES.
E. DE-WATERING SYSTEM SHALL BE SO DESIGNED AS TO PREVENT REMOVAL OF SOIL FINES FROM THE SITE DURING THE DE-WATERING OPERATION.

PORTLAND CEMENT CONCRETE PAVING
1-01 QUALITY ASSURANCE
A. COMPLY WITH ALL STANDARDS "RECOMMENDED PRACTICES FOR CONSTRUCTION OF PORTLAND CEMENT AND CONCRETE BASES" (ACI318, LATEST EDITION).
1-02 REFERENCE STANDARDS
A. THE FOLLOWING REFERENCE STANDARDS OF THE ISSUES LISTED BELOW, BUT REFERRED TO THEREAFTER BY BASIC DESIGNATION ONLY, FORM A PART OF THIS SPECIFICATION TO THE EXTENT INDICATED BY THE REFERENCES THEREIN. TESTS SHALL BE PERFORMED IN ACCORDANCE WITH HEREINAFTER SPECIFIED STANDARDS.
1. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
2. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) STANDARD
3. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) 1986 STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION - SECTION 350 - "CEMENT CONCRETE PAVEMENT"
4. T-180 MOISTURE-DENSITY RELATIONS OF SOILS
1-03 SUBMITTALS
A. THE CONTRACTOR SHALL SUBMIT TWO COPIES OF TEST REPORTS PREPARED BY AN INDEPENDENT TESTING LABORATORY AND CERTIFIED BY A PROFESSIONAL ENGINEER REGISTERED TO PRACTICE IN THE STATE OF FLORIDA. THESE REPORTS SHALL INDICATE ALL TESTS PERFORMED AND SHALL INCLUDE A CERTIFICATION STATEMENT OF COMPLIANCE WITH THE PROJECT SPECIFICATIONS. TESTS SHALL BE PERFORMED AS SPECIFIED UNDER THIS SECTION.
1. SUBMIT FOR REVIEW THE FOLLOWING:
A. CONCRETE DESIGN MIX AND PROVEN FLEXURAL STRENGTH (MODULUS OF RUPTURE) TESTS
B. EXPANSION JOINT FILLER DATA
C. JOINT SEALER DATA
D. "PROPOSED PAVING CONSTRUCTION PLAN" WHICH SHALL SHOW THE SPECIFIED PAVING JOINT TYPES AND LOCATIONS AND THE SEQUENCE OF PAVING OPERATIONS
E. RESULTS OF CONCRETE TESTS
F. RESULTS OF FIELD TESTS OF LBR AND COMPACTION OF STABILIZED SUBGRADE
1-04 MATERIALS
A. STABILIZED SUBGRADE: PROVIDE 12 INCH STABILIZED SUBGRADE (LBR 40 MIN) COMPACTED TO A MINIMUM DENSITY OF 98% AS DETERMINED BY AASHTO T-99.
B. CONCRETE: CONCRETE FOR CONCRETE PAVEMENT SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, A SLUMP RANGE BETWEEN 2 TO 4 INCHES AND A 28-DAY MODULUS OF RUPTURE OF 850 PSI AS DETERMINED BY THE REQUIREMENTS OF PARAGRAPH TESTING SPECIFIED HEREINAFTER.
C. JOINT SEALER: JOINT SEALING SHALL CONFORM TO FEDERAL SPECIFICATIONS SS-5140I OR SS-5-2004 (COLD APPLIED).
D. PRE-MOLDED EXPANSION JOINT FILLER: PRE-MOLDED EXPANSION JOINT FILLER SHALL CONFORM TO ASTM D1751-73.
1-05 EXECUTION
A. COMPLY WITH AASHTO STANDARD 316-74 AND SECTION 350, FDOT STANDARDS AND SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED HEREIN.
B. FINAL GRADING: ALL CONCRETE PAVEMENT SHALL HAVE A MAXIMUM DEVIATION OF 1/8 INCH (+/-) FROM THE SPECIFIED SURFACE PLANE AND PLAN GRADIENTS. THE SURFACE SHALL BE APPROVED BY THE ENGINEER OR HIS REPRESENTATIVE. IN GENERAL, THE TEXTURE IS OF A MEDIUM GRANE FINISH AFTER FLOATING.

D. JOINTS
1. THE CONTRACTOR JOINTS INDICATED ON DRAWINGS, OR AS REQUIRED, SHALL BE PLACED PERPENDICULAR TO THE FINISH GRADE OF THE CONCRETE. JOINTS SHALL BE CUT TO A DEPTH OF 1/4 OF THE SLAB THICKNESS BY CUTTING WITH AN EDGING TOOL, HAVING A 1/4 INCH RADIUS OR SAWING WITH A BLADE PRODUCING A CUT NOT LESS THAN 1/8 INCH IN WIDTH. SAW JOINTS WITHIN 4 TO 6 HOURS OF CONCRETE PLACEMENT.
2. EXPANSION JOINTS SHALL BE PLACED WHERE INDICATED ON DRAWINGS, OR AS REQUIRED, USING 1/2 INCH THICK PREPARED EXPANSION JOINT COMPOUNDS. ANCHOR WITH APPROVED DEVICES TO PREVENT DISPLACEMENT DURING PLACEMENT AND FINISHING. EDGES SHALL BE ROUNDED WITH AN EDGING TOOL. JOINTS SHALL BE TO A DEPTH OF 1/4 INCH BELOW THE FINISH GRADE. JOINTS SHALL BE 1/2 INCH BELOW THE FINISH CONCRETE SURFACE. EXPANSION JOINTS SHALL BE SEALED TO THE SURFACE BY FILLING WITH JOINT SEALING COMPOUND. JOINTS SHALL BE CLEAN AND DRY BEFORE SEALING COMPOUND IS PUT IN PLACE.
3. CONSTRUCTION JOINTS ARE TO BE USED AT CONSTRUCTION JOINT LOCATIONS TO STOP CONCRETE POUR.
E. CURING: CONCRETE SHALL BE CURED BY PROTECTING IT AGAINST LOSS OF MOISTURE AND MECHANICAL INJURY FOR AT LEAST THREE DAYS AFTER PLACEMENT. A PIGMENTED LATEL CURING MEMBRANE SHALL BE APPLIED IMMEDIATELY AFTER FINISHING OPERATION AT THE RATE OF ONE GALLON TO NOT MORE THAN 200 SQUARE FEET. CLEANING AND SEALING JOINTS: JOINTS SHALL BE FILLED WITH JOINT SEALING MATERIAL NO LESS THAN 8 HOURS AND WITHIN 2 WEEKS AFTER JOINTS ARE CUT. JUST PRIOR TO SEALING, EACH JOINT SHALL BE THOROUGHLY CLEANED OF ALL FOREIGN MATERIAL INCLUDING ANY MEMBRANE DURING COMPOUND.
G. TESTING: LABORATORY AND FIELD TESTING SHALL BE AT THE CONTRACTOR'S EXPENSE. IN ADDITION, ALL RETESTING SHALL BE DONE AT CONTRACTOR'S EXPENSE.
1. DESIGN MIXES AND TESTING REQUIREMENTS FOR THE CONCRETE PAVEMENT SHALL BE AS FOLLOWS:
A. FLEXURAL STRENGTH: TESTS OF CONCRETE AS BASIS FOR DESIGN
B. SLUMP, MODULUS OF RUPTURE AND 7- AND 28-DAY COMPRESSIVE STRENGTH TESTS SHALL BE PERFORMED ON SAMPLES TAKEN AT THE SITE AT A FREQUENCY OF TWO PER ACRE.
2. WHERE THE FLEXURAL STRENGTH OF THE CONCRETE IS SPECIFIED, MAKE ONE (1) TEST PER 1000 CUBIC YARDS OR FRACTION THEREOF PLACED PER DAY. NUMBER OF CYLINDERS SHALL BE THREE FOR STRENGTH TEST AND THREE FOR FLEXURAL TEST. TEST ONE AT THREE DAYS, ONE AT SEVEN DAYS AND ONE AT 28 DAYS.
PAVEMENT MARKING
1-01 QUALITY ASSURANCE
A. WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN A NEAT AND ACCURATE MANNER.
B. ALL PAINTED MARKINGS SHALL BE OF A TYPE AND DESIGN WHICH WILL READILY OBTAIN THE REQUIRED UNIFORMITY OF APPLICATION OF THE PAVEMENT MARKINGS BOTH AS TO THICKNESS OF COATING AND AS TO ALIGNMENT.
1-02 REFERENCE STANDARDS
A. THE FOLLOWING REFERENCE STANDARDS OF THE ISSUE LISTED BELOW, BUT REFERRED TO THEREAFTER BY BASIC DESIGNATION ONLY, FORM A PART OF THIS SPECIFICATION TO THE EXTENT INDICATED BY THE REFERENCES THEREIN.
1. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS, LATEST EDITION, AS SPECIFIED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, LATEST EDITION.
1-03 SUBMITTALS
A. PAINT TESTS, AS SPECIFIED IN SECTION 97-1 OF THE FDOT SPECIFICATIONS AND AS APPLICABLE TO HEREINAFTER SPECIFIED MATERIAL.
1-04 MATERIALS AND COLORS
A. THERMOPLASTIC: IN ACCORDANCE WITH REQUIREMENTS AS SPECIFIED IN SECTION 97-1 OF THE FDOT SPECIFICATIONS.
B. PAINT: IN ACCORDANCE WITH REQUIREMENTS AS SPECIFIED IN SECTION 97-12, CODE 1-2 OF THE FDOT SPECIFICATIONS, LATEST EDITION ONLY.
C. YELLOW AND WHITE PER FOOT, OR AS INDICATED ON THE DRAWINGS.
1-05 EXECUTION
A. TIME OF APPLICATION: PAINTING SHALL BE DONE ONLY DURING DAYLIGHT HOURS WHEN THE AIR TEMPERATURE SHALL BE TERMINATED IN TIME TO PERMIT SUFFICIENT DRYING BY SUNSET.
B. WEATHER LIMITATIONS: NO PAINT SHALL BE APPLIED WHEN ANY MOISTURE IS PRESENT ON THE SURFACE TO BE PAINTED OR WHEN THE AIR TEMPERATURE IS BELOW 50 DEGREES F. WHEN PAINTING SHALL BE DONE WHEN WEATHER IS SUFFICIENT TO CAUSE SPRAY DUST.
C. PREPARATION OF SURFACE: TO BE PAINTED: THE SURFACE WHICH IS TO BE PAINTED SHALL BE CLEAN AND DRY. AT ALL TIMES THE CONTRACTOR SHALL MAINTAIN AND OPERATE ADEQUATE SURFACE AND SUBSURFACE DRAINAGE METHODS IN ORDER TO KEEP THE CONSTRUCTION SITE DRY AND IN SUCH CONDITION THAT PLACEMENT AND CONSTRUCTION OF FILL MAY PROCEED UNHINDERED BY SATURATION OF THE AREA. DURING CONSTRUCTION, THE SURFACE OF THE BASE OR SUBGRADE SHALL BE IN SUCH CONDITION THAT PRECIPITATION AND/OR SURFACE WATER WILL RUN OFF WITHOUT FLOODING.
D. MIXING: PAINT SHALL BE THOROUGHLY MIXED BEFORE IT IS POURED INTO THE PAINTING MACHINE AND NO THINNING OF THE PAINT IN THE MACHINE WILL BE ALLOWED AT ANY TIME. BEFORE THE START OF EACH DAY'S WORK, THE PAINT CONTAINER, CONNECTIONS AND THE SPRAY NOZZLES ON THE MACHINE SHALL BE THOROUGHLY CLEANED WITH PAINT THINNER OR OTHER SUITABLE CLEANER.
E. PAINT APPLICATION: THE TRAFFIC MARKINGS SHALL BE OF THE SPECIFIED COLOR AND THIS COLOR SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE ALIGNMENT. A UNIFORM COATING OF PAINT SHALL BE OBTAINED AND THE FINISHED MARKINGS SHALL CONTAIN NO LIGHT SPOTS OR PAINT SKIPS. ANY STRIPES WHICH DO NOT HAVE A UNIFORM, SATISFACTORY APPEARANCE, BOTH DAY AND NIGHT, SHALL BE CORRECTED.
F. RATE OF PAINT APPLICATION: THE MINIMUM RATE OF APPLICATION FOR PAINT SHALL BE AS FOLLOWS:
1. FOUR INCH SOLID: 20 GALLONS PER MILE.
2. HANDCOP LINES: IN CONFORMANCE TO THE REQUIREMENTS OF THIS SECTION AND LOCAL CODES.
3. ANY OTHER WIDTH STRIPE OR MARKINGS: A DIRECT PROPORTION OF THE ABOVE ITEM.
G. REQUIRED FILM THICKNESS: THE MINIMUM WET FILM THICKNESS FOR ALL PAINTED AREAS SHALL BE 15 MILS.
H. ALIGNMENT OF STRIPES: WHERE A STRIPE DEVIATES FROM THE CORRECT ALIGNMENT, AS INDICATED BY THE STRIPE LINE, BY MORE THAN ONE INCH IN ANY 20 FOOT LENGTH, IT SHALL BE OBLITERATED AND THE STRIPE CORRECTED HEREINAFTER AS SPECIFIED IN SECTION 1-8 "CORRECTIVE MEASURES".
1-06 PROTECTION OF PAINTED MARKINGS
A. PROTECTION OF STRIPES: ALL NEWLY PAINTED STRIPES, OR OTHER MARKINGS, SHALL BE PROTECTED UNTIL THE PAVING IS COMPLETED TO PERMIT VEHICLES TO PASS OVER THE MARKINGS.
B. REPAIR OF DAMAGED AREAS: ANY PORTIONS OF THE STRIPES DAMAGED BY PASSING TRAFFIC OR FROM ANY OTHER CAUSE, SHALL BE REPAINTED AT THE CONTRACTOR'S EXPENSE.
1-07 DIMENSIONS AND ALIGNMENT TOLERANCE
A. DIMENSIONS: NO MARKING SHALL BE LESS THAN THE SPECIFIED WIDTH. NO MARKINGS SHALL EXCEED BY MORE THAN ONE HALF INCH, ALIGNMENT.
B. CORRECTION RATES: ANY CORRECTIONS OF VARIATION IN THE WIDTH OF OR IN THE ALIGNMENT OF STRIPES SHALL NOT BE MADE ABRUPTLY BUT THE STRIPES SHALL BE RETURNED TO THE DESIGN WIDTH AT THE RATE OF AT LEAST 10 FEET FOR EACH 1/2 INCH OF CORRECTION.
1-08 CORRECTIVE MEASURES
A. ALL PAINTED MARKINGS WHICH FAIL TO MEET THE SPECIFICATIONS, INCLUDING THE PERMISSIBLE TOLERANCES AND THE APPEARANCE REQUIREMENTS, OR ARE MARRED OR DAMAGED BY TRAFFIC OR FROM OTHER CAUSES, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. ALL DRIP AND SPATTERED PAINT SHALL BE REMOVED. WHENEVER IT IS NECESSARY TO REMOVE PAINT, IT SHALL BE DONE BY MEANS WHICH WILL NOT DAMAGE THE UNDERLYING SURFACE OF THE PAVEMENT, WHEN NECESSARY TO CORRECT A DEVIATION WHICH EXCEEDS THE PERMISSIBLE TOLERANCE IN ALIGNMENT, THAT PORTION OF THE STRIPE AREA WHICH SHALL BE REMOVED AND REPAINTED IN ACCORDANCE WITH THESE SPECIFICATIONS.
B. CORRECTIVE DEVICES: MIS-ALIGNMENT, DEFECTIVE SURFACES, ETC., SHALL BE CORRECTED BY CHANGING OR BY OTHER MEANS. CORRECTIVE DEVICES, WHEN USED, WHICH WILL EFFECTIVELY REMOVE THE PAINT WITHOUT DAMAGE TO THE PAVEMENT SURFACE, OR WHICH WILL NOT PREVENT THE RE-APPLICATION OF MARKINGS.
1-09 SPARK PAINT
A. PROVIDE THE OWNER WITH A MINIMUM OF FIVE (5) GALLONS OF TRAFFIC PAINT FROM THE SAME BATCH USED IN APPLICATION OF PAVEMENT MARKINGS. ALSO PROVIDE PAINT SPECIFICATIONS AND THE MANUFACTURER'S IDENTIFICATION NUMBER OF THE PAINT.

1-10 MARKING TYPE
A. THERMOPLASTIC MARKINGS LOCATED WITHIN PUBLIC RIGHTS-OF-WAY SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.
B. ANY PAVEMENT MARKINGS LOCATED ON-SITE SHALL BE PAINT UNLESS OTHERWISE INDICATED.
NOTES (continued):
5. A SEPARATE RIGHT OF WAY PERMIT WILL BE REQUIRED FOR UTILITY WORK WITHIN THE RIGHT OF WAY.
6. A SEPARATE NATURAL RESOURCE APPROVAL WILL BE REQUIRED PRIOR TO LAND CLEARING. ANY CONSTRUCTION ENTRANCE DURING THE CONSTRUCTION PROCESS SHALL BE GRAVEL WITHIN THE RIGHT OF WAY TO REDUCE SAND/SILT FROM BEING TRUCKED INTO THE ROADWAY.
7. PROPOSED GRADES ARE DESIGNED FOR 4:1 SLOPES UNLESS OTHERWISE SPECIFIED.
8. A RIGHT OF WAY PERMIT WILL BE REQUIRED FOR WORK WITHIN THE RIGHT OF WAY.
1. ALL DRAINAGE CULVERT JOINTS SHALL BE WRAPPED PER FDOT INDEX 280.
2. ANY CONSTRUCTION ENTRANCE DURING THE CONSTRUCTION PROCESS SHALL BE GRAVEL WITHIN THE RIGHT OF WAY TO REDUCE SAND/SILT FROM BEING TRUCKED INTO THE ROADWAY.
3. PROPOSED GRADES ARE DESIGNED FOR 4:1 SLOPES UNLESS OTHERWISE SPECIFIED.
4. A RIGHT OF WAY PERMIT WILL BE REQUIRED FOR WORK WITHIN THE RIGHT OF WAY.

CONSTRUCTION TOLERANCES
THE FOLLOWING ARE THE ALLOWABLE DEVIATIONS FROM PROJECT DESIGN GRADES AND GRADIENTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONFIRM AND DOCUMENT COMPLIANCE WITH THESE TOLERANCES PRIOR TO PROCEEDING FROM ONE PHASE OF CONSTRUCTION TO THE NEXT.
I. STORMWATER MANAGEMENT/DRAINAGE FACILITIES
A. PERIMETER CONTAINMENT BERM:
1. MINIMUM ELEVATION = DESIGN GRADE
2. MAXIMUM ELEVATION = DESIGN GRADE + 0.10 FOOT
B. WATER CONTROL STRUCTURE:
1. MINIMUM GRADE ELEVATION = DESIGN GRADE
2. MAXIMUM GRADE ELEVATION = DESIGN GRADE + 0.10 FOOT
3. MINIMUM CREST ELEVATION = DESIGN GRADE
4. MAXIMUM CREST ELEVATION = DESIGN GRADE + 0.05 FOOT
5. MINIMUM BLEEDER ELEVATION = DESIGN GRADE
6. MAXIMUM BLEEDER ELEVATION = DESIGN GRADE + 0.05 FOOT
7. MINIMUM TOP OF FILTER ELEVATION = DESIGN GRADE
8. MAXIMUM TOP OF FILTER ELEVATION = DESIGN GRADE + 0.05 FOOT
C. CATCH BASINS/INLETS/PIPE INVERTS:
1. MINIMUM ELEVATION = DESIGN GRADE - 0.05 FOOT
2. MAXIMUM ELEVATION = DESIGN GRADE + 0.05 FOOT
D. SWALE GRADES/GRADIENTS:
1. MINIMUM ELEVATION = DESIGN GRADE - 0.10 FOOT
2. MAXIMUM ELEVATION = DESIGN GRADE + 0.10 FOOT
3. MINIMUM FLOWLINE GRADIENT = 90% OF DESIGN GRADIENT
E. PAVEMENT GRADES/GRADIENTS:
1. FLEXIBLE PAVEMENT GRADE:
A. MINIMUM ELEVATION = DESIGN GRADE - 0.10 FOOT
B. MAXIMUM ELEVATION = DESIGN GRADE + 0.10 FOOT
C. MINIMUM FLOWLINE GRADIENT = 90% OF DESIGN GRADIENT (CROSS SLOPE AND LONGITUDINAL SLOPE)
2. RIGID (CONCRETE) PAVEMENT GRADE:
A. MINIMUM ELEVATION = DESIGN GRADE - 0.05 FOOT
B. MAXIMUM ELEVATION = DESIGN GRADE + 0.05 FOOT
C. MINIMUM FLOWLINE GRADIENT = 90% OF DESIGN GRADIENT (CROSS SLOPE AND LONGITUDINAL SLOPE)
D. MAXIMUM HANDICAP RAMP = 1:51 (GRADIENT UNLESS OTHERWISE SPECIFIED BY LOCAL CODES)
II. STORMWATER MANAGEMENT/DRAINAGE FACILITIES
UNLESS OTHERWISE SPECIFIED BY THE LOCAL UTILITY COMPANIES, THE FOLLOWING STANDARDS SHALL BE USED FOR THE DESIGN AND CONSTRUCTION OF THESE FACILITIES:
A. MANHOLES AND PIPE INVERTS:
1. MINIMUM ELEVATION = DESIGN GRADE - 0.05 FOOT
2. MAXIMUM ELEVATION = DESIGN GRADE + 0.05 FOOT
3. MINIMUM FLOWLINE GRADIENT = 90% OF DESIGN GRADIENT
B. ALIGNMENT/LOCATION OF APPURTENANCES:
AS ALLOWED BY THE APPLICABLE UTILITY AND/OR LOCAL GOVERNMENTAL ENTITY, THE CONTRACTOR SHALL CONFIRM AND DOCUMENT THIS PRIOR TO CONSTRUCTION.
TESTING
THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING, COORDINATING, DOCUMENTING, AND PROVIDING THE FOLLOWING MINIMUM TESTING:
A. WATER DISTRIBUTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE LINES SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. THE LINES SHALL BE TESTED IN SECTIONS BETWEEN 100 FEET TO 200 FEET. THE TESTING SHALL BE TAKEN AT ALL BRANCH LINE TERMINATION POINTS OR CONNECTION POINTS, AND ALONG THE MAIN LINES AT DISTANCES NOT TO EXCEED 2,640 FEET. ALL HYDRANTS AND VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPERATED TO TEST PERFORMANCE. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36 HOURS NOTICE TO THE UTILITY COMPANY OF THE TESTING. WASTEWATER COLLECTION-UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FORCE MAIN SHALL BE PRESSURE TESTED TO THE RATING OF THE PIPE. VALVES SHALL BE OPER

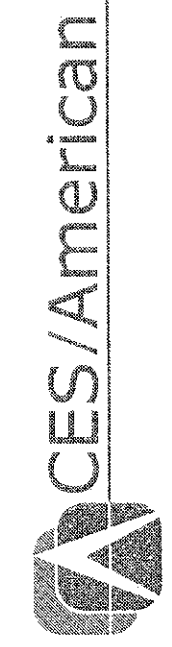


SUMTER BLVD.

McKIBBEN DRIVE

SITE

US-41



Charlotte Engineering & Surveying, Inc.
1700 El Jobean Road
Port Charlotte, Florida 33948
Telephone No.: (941) 625-2552
Fax No.: (941) 743-8288
E-mail: ces@acp-ces.com

CIVIL ENGINEERS-LAND DEVELOPMENT
SPORTS FACILITY CONSULTANTS
ARCHITECTS
LANDSCAPE ARCHITECTS

Aerial

RFQ Pine Park Walking Path
McKibben Drive, North Port, FL.

FOR

City of North Port
4970 City Hall Blvd.
North Port, Florida 34296

Revisions:
City Comments 05/29/14
Final Const. Plans 09/17/14

14/2017
Joseph S. Menen, P.E.
P.E. No. 44175
State of Florida
Charlotte Engineering & Surveying, Inc.
Corporation No. 2904

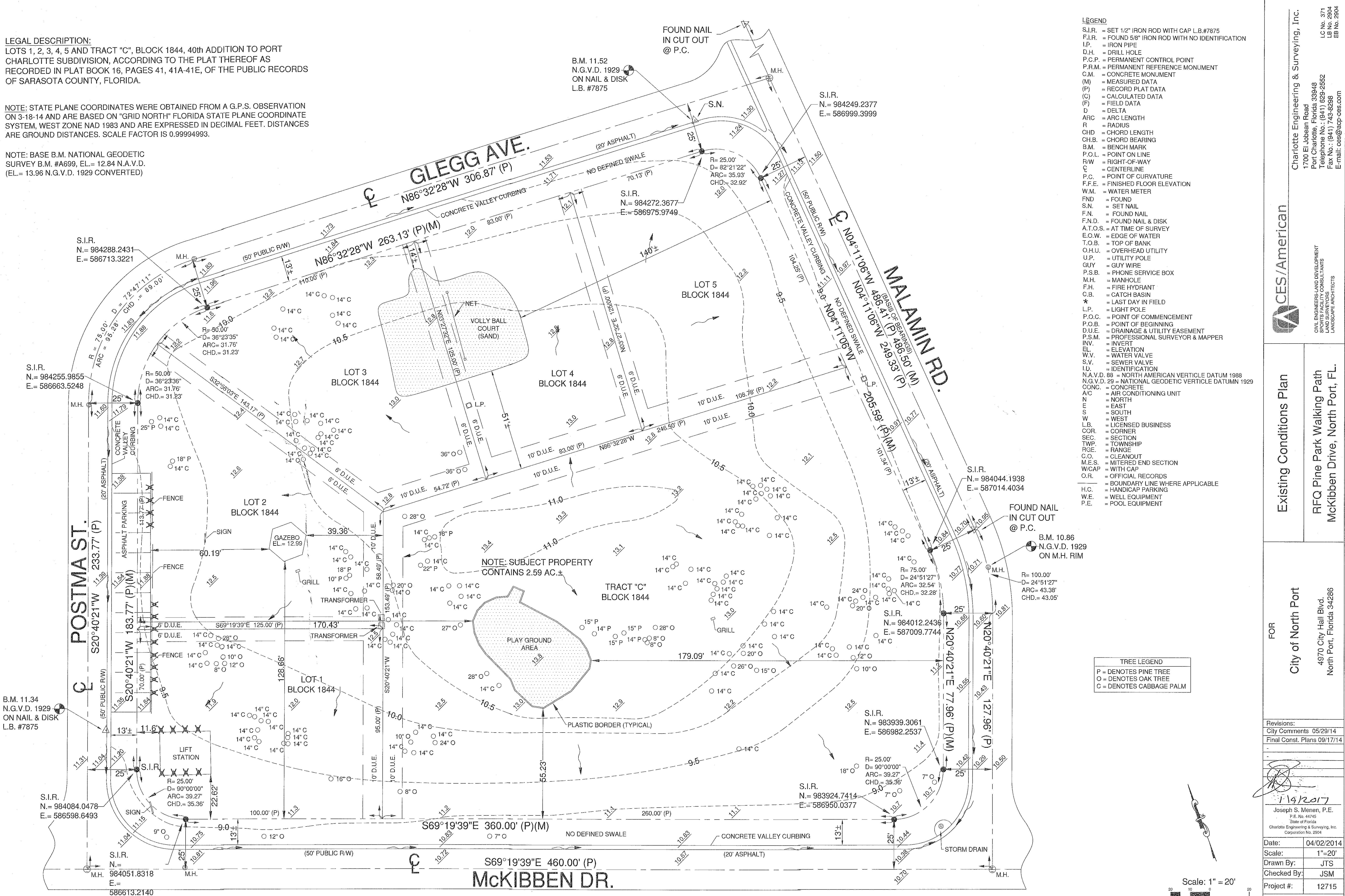
Date: 04/02/2014
Scale: NTS
Drawn By: JTS
Checked By: JSM
Project #: 12715

SHEET C3

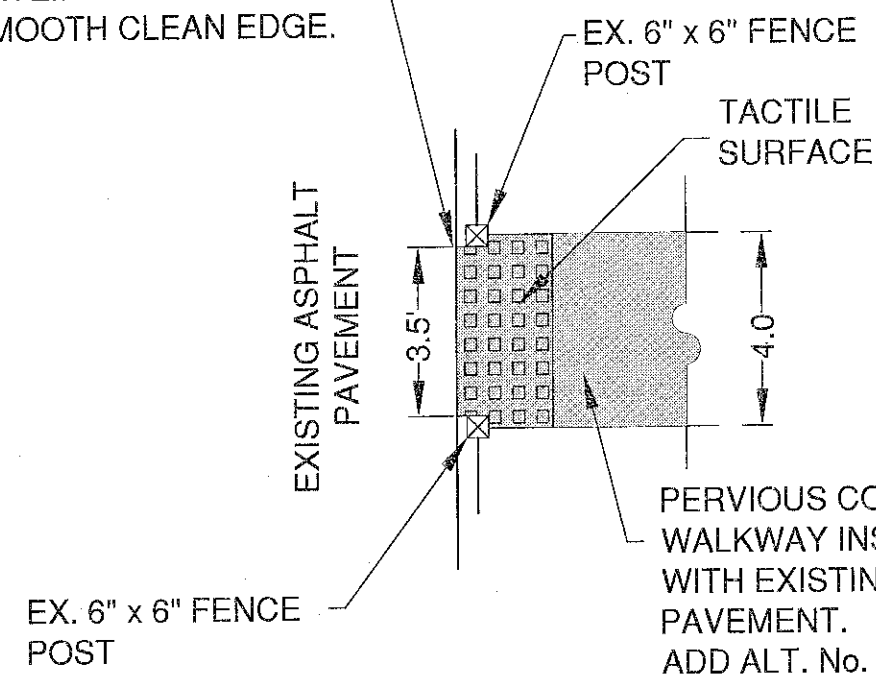
LEGAL DESCRIPTION:
LOTS 1, 2, 3, 4, 5 AND TRACT "C", BLOCK 1844, 40th ADDITION TO PORT
CHARLOTTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 16, PAGES 41, 41A-41E, OF THE PUBLIC RECORDS
OF SARASOTA COUNTY, FLORIDA.

NOTE: STATE PLANE COORDINATES WERE OBTAINED FROM A G.P.S. OBSERVATION
ON 3-18-14 AND ARE BASED ON "GRID NORTH" FLORIDA STATE PLANE COORDINATE
SYSTEM, WEST ZONE NAD 1983 AND ARE EXPRESSED IN DECIMAL FEET. DISTANCES
ARE GROUND DISTANCES. SCALE FACTOR IS 0.99994993.

NOTE: BASE B.M. NATIONAL GEODETIC
SURVEY B.M. #A699, EL.= 12.84 N.A.V.D.
(EL.= 13.96 N.G.V.D. 1929 CONVERTED)



SAW CUT EDGE OF
EXISTING ASPHALT
PAVEMENT TO PROVIDE
SMOOTH CLEAN EDGE.



WALKWAY ENTRY DETAIL
SCALE 1/4" = 1'-0"

S.I.R.
N. = 984288.2431
E. = 586713.3221

S.I.R.
N. = 984255.9855
E. = 586663.5248

REFER TO WALKWAY
ENTRY DETAIL

5'x18' PEDESTRIAN ACCESS
AISLE WITH 6" WHITE PAINTED
STRIPES

B.M. 11.34
N.G.V.D. 1929
ON NAIL & DISK
L.B. #7875

S.I.R.
N. = 984084.0478
E. = 586598.6493

S.I.R.
N. =
984051.8318
E. =
586613.2140

GLEGG AVE.
N86°32'28"W 306.87' (P)

N86°32'28"W 263.13' (P)(M)

LOT 3
BLOCK 1844

LOT 4
BLOCK 1844

LOT 5
BLOCK 1844

TRACT "C"
BLOCK 1844

McKIBBEN DR.
S69°19'39"E 460.00' (P)

PROJECT SITE SUMMARY

PROJECT ZONING = GU (GOVERNMENT USE)

TOTAL SITE AREA 113,124 S.F. 2.6 AC.

PROJECT AREA 8,890 S.F. 0.2 AC.

IMPERVIOUS AREA

TYPE	EXISTING	PROPOSED	TOTAL	%
BUILDINGS (GAZEBO)	258 S.F.	0.00 S.F.	258 S.F.	0.2 %
ASPHALT PAVEMENT	800 S.F.	0.00 S.F.	800 S.F.	0.7 %
CONCRETE SIDEWALKS/ SLABS	0.00 S.F.	120 S.F.	120 S.F.	0.1 %
TOTAL IMPERVIOUS	1,058 S.F.	120 S.F.	1,178 S.F.	1.0 %

PERVIOUS AREA

PERVIOUS PAVEMENT	9,540 S.F.	3.1 %
LANDSCAPE AND OPEN SPACE	108,406 S.F.	95.9 %
TOTAL PERVIOUS	111,946 S.F.	99.0 %

EXISTING TREE NOTE:
WHERE BUILDING OR PAVING OCCURS WITHIN THE BRANCH
SPREAD OF EXISTING TREES, THE CONTRACTOR SHALL ROOT
PRUNE THOSE ROOTS AFFECTED BY THE CONSTRUCTION.
ROOTS SHALL BE CLEANLY PRUNED TO AN ELEVATION DEEP
ENOUGH TO AVOID TEARING OF THE ROOTS (18) INCHES
BEYOND THE EXCAVATION AREA.

TREE LEGEND

P = DENOTES PINE TREE
O = DENOTES OAK TREE
C = DENOTES CABBAGE PALM

CES/American

Charlotte Engineering & Surveying, Inc.
1700 El Jeben Road
Port Charlotte, Florida 33948
Telephone No.: (941) 629-2552
Fax No.: (941) 743-8298
E-mail: ces@cep-ces.com

RFQ Pine Park Walking Path
McKibben Drive, North Port, FL.

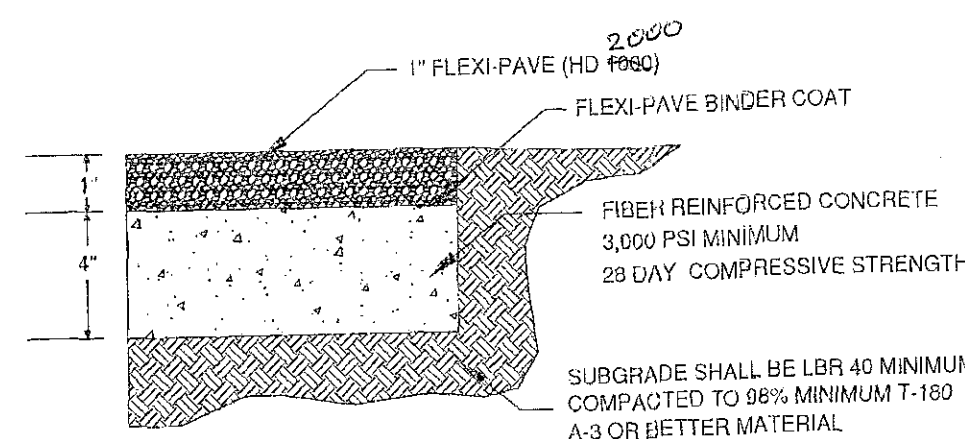
FOR
City of North Port
4970 City Hall Blvd.
North Port, Florida 34286

Revisions:
City Comments 05/29/14
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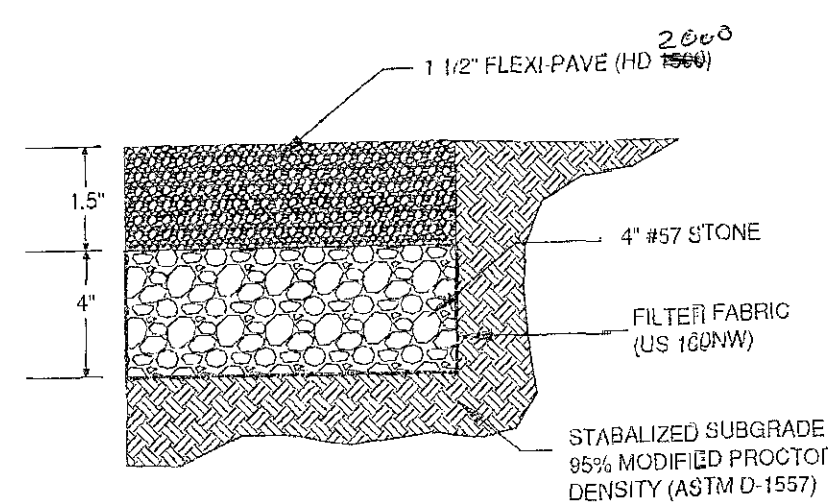
1/4/2017
Joseph S. Menen, P.E.
P.E. No. 44745
State of Florida
Charlotte Engineering & Surveying, Inc.
Corporation No. 2904

Date: 04/02/2014
Scale: 1"=20'
Drawn By: JTS
Checked By: JSM
Project #: 12715

SHEET C5



CONCRETE PAD W/FLEXI-PAVE OVERLAY SECTION
NOT TO SCALE



FLEXI-PAVE (HD 1500) SECTION
NOT TO SCALE

NOTE: CONTRACTOR SHALL VERIFY FLEXI-PAVE COLOR WITH THE OWNER PRIOR TO INSTALLATION.

FLEXI-PAVE CONTACT INFORMATION:

KB Industries, Inc.
Jannie Cabral
727-723-3300
727-688-0055
Jcabral@KBINDS.COM

Please Note:
Park benches and trash receptacles will be provided by the City; include labor time to install the benches and receptacles in your bid pricing.

PARK BENCH

PARK BENCH SHALL BE "CENTRAL PARK" 6", RECYCLED PLASTIC, GREEN, MODEL No. PB 6GRECP, MANUFACTURED BY JAYHAWK PLASTICS INC.
PARK BENCH TO BE SURFACE MOUNTED TO CONCRETE SLAB.

TRASH RECEPTACLE

TRASH RECEPTACLE SHALL BE MODEL PR-32 (PERFORATED PATTERN), GREEN, WITH ROUND DOME LID MODEL No. RT-32, INCLUDE HEAVY DUTY PLASTIC LINER MODEL No. PL-32 AND SURFACE MOUNT KIT MODEL No. SM KIT-32.

CONTACT INFORMATION:

JIM CARRUTHERS
BLISS PRODUCTS & SERVICES
(299) 248-7023
www.BlissProducts.com

FLEXI-PAVE POROUS FLEXIBLE PAVING SPECIFICATIONS

PART 1 - GENERAL

1.1 SCOPE

- This specification provides requirements for the construction of flexible pervious paving.
- In case the requirements of this specification conflict with the contract documents, this document shall govern.

1.2 RELATED SECTIONS

- Division 32 Section "Porous Flexible Paving"

1.3 DEFINITIONS

- Exposure Condition, Moderate: Exposure to a climate where the paving will not be in a saturated condition when exposed to freezing and will not be exposed to deicing agents or other aggressive chemicals.
- Exposure Condition, Severe: Exposure to deicing chemicals or other aggressive agents or where the paving can become saturated by continual contact with moisture or free water before freezing.
- Base Reinforcement: The use of a geosynthetic within the aggregate base course to enhance the performance of a paving.
- Geogrid: Biaxial or triaxial woven polypropylene material for base course reinforcement and confinement, and subgrade stabilization and increased subgrade load capacity.
- Panel: An individual paving slab bordered by joints or slab edges.
- Pervious Paving: A paving comprising material with sufficient continuous voids to allow water to pass from the surface to the underlying layers.
- Pervious: The property of a material which permits movement of water through it under ordinary hydrostatic pressure.
- Flexible Pervious Paving: Paving system comprised of three components: recycled passenger car tires, aggregate, and urethane binder that provides a strong, pervious, yet flexible paving.
- Sub-base: A layer in a paving system between the subgrade and the base course, or between the subgrade and a flexible pervious paving.

1.4 REFERENCED STANDARDS

- ASTM standards:
 - ASTM C 666/C 666M-03, "Standard Test Method for Resistance of Concrete to Freezing and Thawing, Procedure A - freezing and Thawing in Water." Samples shall indicate only minimal mass change results after 300 nominal freeze-thaw cycles, and visual examination of the test specimens shall indicate no cracks or breaks.
 - D 3385-03 Standard Test Method for Infiltration Rate of Soils in Field Using Double-Ring Infiltrometer.
 - D 3665-06 Standard Practice for Random Sampling of Construction Materials E 329-06a Specification for Agencies Engaged in Construction Inspection and/or Testing.

1.5 QUALITY ASSURANCE

- Installer Qualifications:
 - Flexible Pervious Paving installer shall be currently certified by the Manufacturer and have successfully installed a minimum of 2,000 square feet.
 - Flexible Pervious Paving installer shall employ no less than three Manufacturer-certified Flexible Pervious Paving technicians on staff who directly oversee and perform the installations during all Flexible Pervious Paving placement, unless otherwise specified.

1.6 SUBMITTALS

- Qualification Data
 - For Pervious Paving Installer:
 - Provide a list of successfully installed Flexible Pervious Paving projects, as required herein, including the address, square footage, and photographs for each project.
 - Manufacturer's Certifications.
 - Proposed Mix Design.
 - Samples for Verification: Provide two 6" diameter samples, full thickness.

1.7 PROJECT CONDITIONS

- Traffic Control: Maintain access for pedestrian traffic as required for other construction activities.
- Schedule placements to minimize exposure to wind and heat before curing materials are applied.

- Avoid placing pervious paving if rain, snow, or frost is forecast within 24 hours. Protect fresh paving from moisture and freezing.

PART 2 - PRODUCTS

2.1 SUBBASE

- Coarse aggregates shall meet the durability requirements of ASTM C 33.

2.2 FLEXIBLE PERVIOUS PAVING

- System:
 - Bonding: Have the capacity to bond with: wood; steel; concrete; aluminum; compacted aggregate; enamel tile, or, fiberglass
 - Resistance to degradation: Resistant to: chlorine; ozone; bromine; muriatic acid; salt water; oil; transmission oil; and, hydraulic oil.
 - Aggregate:
 - Stone: Triple-washed coarse aggregate, No. 8 coarse aggregate (3/8 to 1/2 inch) per ASTM C 33. Bagged and labeled as tested and certified by Flexible Pervious Paving Manufacturer.
 - Nominal maximum aggregate size shall not exceed 1/3 of the specified paving thickness.
 - Rubber: Recycled passenger tires ground to 3/8" nominal with the wire remnants removed.
 - Binding agent: urethane liquid prepolymer based upon Diphenylmethane-Diisocyanate.
 - Air Entraining Agents: Prohibited.
 - Mix Design: Using materials acceptable to the Manufacturer design a tentative mix and test for the consistency intended for use on the work and specified.
 - The volume by weight of aggregate per cu. yd. shall be 50% of the total dry mix.
 - The volume by weight of the rubber product per cu. yd. shall be 50% of the total dry mix.
 - Permeability: Pervious infiltration rate of 2,000 gallons/square foot/hour

2.3 FORMS

- Make forms with steel, wood, or other material that is sufficiently rigid to maintain specified tolerances, and capable of supporting concrete and mechanical concrete placing equipment.
- Forms shall be clean and free of debris of any kind, rust, and hardened concrete.
- Form release: Bio-diesel or vegetable oil coating.

PART 3 - EXECUTION

3.1 SUBGRADE PREPARATION

- Prepare subgrade as specified in the contract documents.
- Construct subgrade to ensure that the required paving thickness is obtained in all locations.
- Keep all traffic off of the subgrade during construction to the maximum extent practical. Regrade subgrade disturbed by delivery vehicles or other construction traffic, as needed.
- Compact the material added to obtain final subgrade elevation.
- Determine subgrade permeability in accordance with ASTM D3385 before pervious paving placement. Confirm that subgrade permeability meets requirements of Contract Documents.

3.2 SUBBASE

- Prepare sub-base in accordance with contract documents.

3.3 SETTING FORMWORK

- Set, align, and brace forms so that the hardened paving meets the tolerances specified herein.
- Apply form release agent to the form face which will be in contact with pervious paving, immediately before placing paving.
- The vertical face of previously placed concrete may be used as a form.
 - Protect previously placed paving from damage.
 - Do not apply form release agent to previously placed concrete.
 - Apply liquid urethane bonding agent to face of surfaces when adhesion is desired
- Placement width shall be as specified in Contract Documents.

3.4 BATCHING, MIXING, AND DELIVERY

- Batch and mix on site in compliance with Manufacturer's written specifications, except that discharge shall be completed within 5 minutes of the introduction of urethane to the dry products.

3.5 PLACING AND FINISHING PAVING

- Do not place pervious paving on frozen or wet sub-grade or sub-base.
- Deposit pervious paving either directly onto the sub-grade or sub-base by wheelbarrow or by material handler onto the sub-grade or sub-base, unless otherwise specified.
- Deposit pervious paving between the forms to an approximately uniform height.
- Spread the pervious paving using a come-along, short-handle, square-ended shovel or rake.
- Use steel trowels to finish to the elevations and thickness specified in Contract Documents.

3.6 FINAL SURFACE TEXTURE

- Final surface of pervious paving shall be smoothed with bull float and magnesium trowels.

3.7 EDGING

- When forms are not used, bevel the edge of the top surface to a 45° slope.

3.8 CURING

- Begin curing within 20 minutes of paving discharge, unless longer working time is accepted by the Manufacturer.
 - Completely cover the paving surface with a minimum 4 mil thick polyethylene sheet only if rain or sprinklers are imminent within 20 minutes. Cut sheeting to a minimum of a full placement width.
 - Cover all exposed edges of paving with polyethylene sheet.
 - Secure curing cover material without using dirt.
- Cure paving for a minimum of 24 uninterrupted hours, unless otherwise specified.

3.9 HOT- AND COLD-WEATHER CONSTRUCTION

- When hot weather is anticipated up to 95 degrees Fahrenheit, no special procedures are necessary.
- In cold weather when temperatures may fall below freezing just after an installation, utilize a fan to maintain airflow over pervious paving during the curing process.

3.10 OPENING TO TRAFFIC

- Do not open the paving to light vehicular traffic until the pervious paving has cured for at least 24 hours during warm weather, and 48 hours during very cold temperatures at or near freezing and not until the pervious paving is accepted by the Owner for opening to traffic.

ACES/American

Miscellaneous Details

FOR
City of North Port

RFQ Pine Park Walking Path
McKibben Drive, North Port, FL.

Revisions:
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Final Const. Plans 09/17/14

Joseph S. Menen, P.E.
P.E. No. 44715
State of Florida
Charlotte Engineering & Surveying, Inc.
Corporation No. 2904

Date: 04/02/2014
Scale: NTS
Drawn By: JTS
Checked By: JSM
Project #: 12715

SHEET C7

NOTE: STATE PLANE COORDINATES WERE OBTAINED FROM A G.P.S. OBSERVATION ON 3-18-14 AND ARE BASED ON "GRID NORTH" FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 1983 AND ARE EXPRESSED IN DECIMAL FEET. DISTANCES ARE GROUND DISTANCES. SCALE FACTOR IS 0.99994993.

VERTICAL DATUM- ELEVATIONS ON THIS PLAN ARE BASED ON VERTICAL DATUM NGVD 1929.

BENCH MARK CONVERSION FACTOR = EL. NGVD 1929 - 1.12' = EL. NAVD 1988

NOTE: BASE B.M. NATIONAL GEODETIC SURVEY B.M. #A699, EL.= 12.84 N.A.V.D. 1988 (EL.= 13.96 N.G.V.D. 1929 CONVERTED)

B.M. 11.52
N.G.V.D. 1929
ON NAIL & DISK
L.B. #7875

FOUND NAIL
IN CUT OUT
@ P.C.

S.I.R.
N.= 984249.2377
E.= 586999.3999

S.I.R.
N.= 984272.3677
E.= 586975.9749

LEGEND

- PROPOSED FLOW DIRECTION ARROW
- PROPOSED TOP OF WALK/CURB ELEVATION
- PROPOSED ELEVATION
- EXISTING ELEVATION
- CT. CURB TAPER PER FDOT.
- HP HIGH POINT
- GR GRATE
- EL ELEVATION
- DENOTES TACTILE SURFACE

S.I.R.
N.= 984288.2431
E.= 586713.3221

S.I.R.
N.= 984255.9855
E.= 586663.5248

S.I.R.
N.= 984044.1938
E.= 587014.4034

FOUND NAIL
IN CUT OUT
@ P.C.

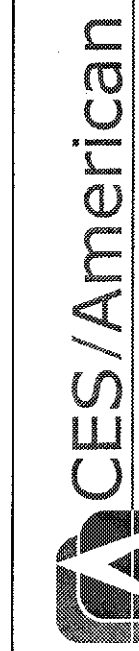
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N.G.V.D. 1929
ON M.H. RIM

B.M. 11.34
N.G.V.D. 1929
ON NAIL & DISK
L.B. #7875

S.I.R.
N.= 984084.0478
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S.I.R.
N.= 983924.7414
E.= 586950.0377

S.I.R.
N.= 983939.3061
E.= 586982.2537



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CIVIL ENGINEERS AND DEVELOPMENT
SPORTS FACILITY CONSULTANTS
LAND SURVEYORS
LANDSCAPE ARCHITECTS

Paving & Drainage Plan

RFQ Pine Park Walking Path
McKibben Drive, North Port, FL.

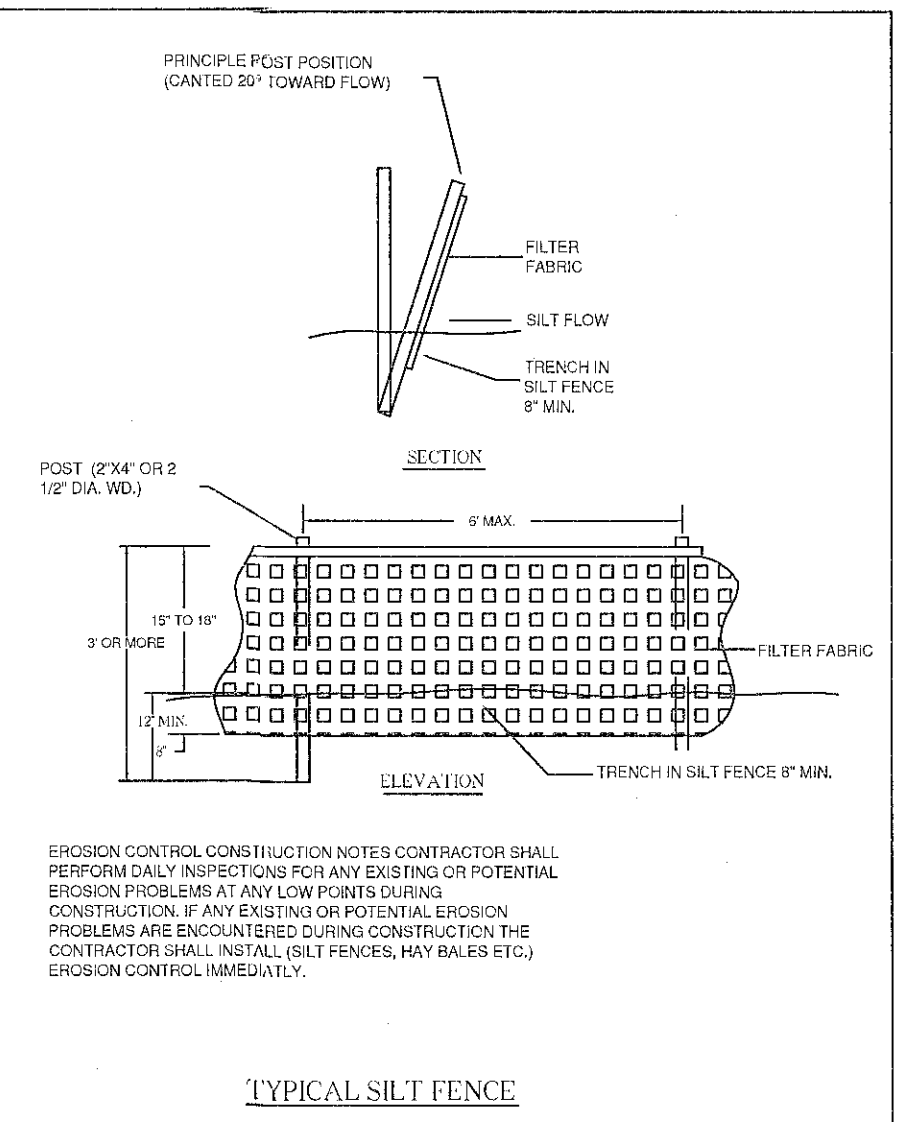
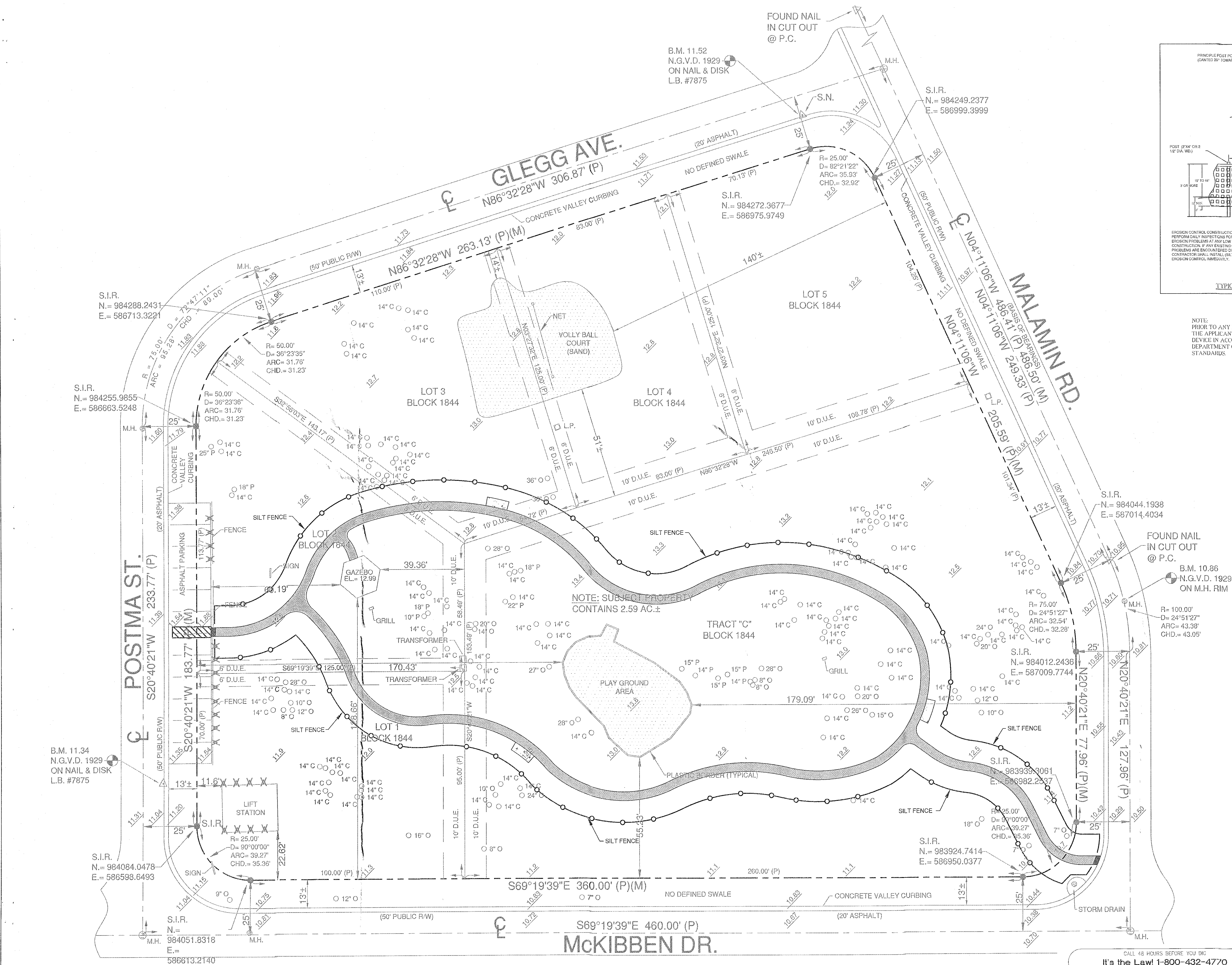
FOR
City of North Port
4970 City Hall Blvd.
North Port, Florida 34286

Revisions:
City Comments 05/29/14
Final Const. Plans 09/17/14

2/18/2017
Joseph S. Menen, P.E.
P.E. No. 44745
State of Florida
Charlotte Engineering & Surveying, Inc.
Corporation No. 2504

Date: 04/02/2014
Scale: 1"=20'
Drawn By: JTS
Checked By: JSM
Project #: 12715

SHEET C8



SPECIFICATIONS
DIVISION 16 - ELECTRICAL

16000 GENERAL PROVISIONS

1. PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT FOR A COMPLETE AND PROPERLY OPERATING ELECTRICAL SYSTEM.
2. CODES AND STANDARDS: ALL ELECTRICAL WORK SHALL BE IN STRICT COMPLIANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL CODES AND STANDARDS ADOPTED BY THE AUTHORITY HAVING JURISDICTION ON THIS PROJECT (CITY, COUNTY AND STATE) AND THE LOCAL POWER COMPANY. ALL MATERIALS SHALL BE NEW AND FREE FROM DEFECTS, AND SHALL BEAR THE UNDERWRITER'S LABEL.
3. CONTRACTOR SHALL THOROUGHLY INVESTIGATE SITE BEFORE BIDDING. NO CHANGES WILL BE ALLOWED IN CONTRACT PRICE FOR WORK REQUIRED TO COMPLY WITH EXISTING CONDITIONS.
4. ALL ELECTRICAL WORK SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER.
5. SHOP DRAWINGS: SUBMIT FIVE (5) COPIES OF TECHNICAL INFORMATION ON ALL EQUIPMENT IN BINDER.
6. AS-BUILT DRAWINGS: MARK-UP PRINTS OF THE DESIGN DRAWINGS WITH RED PENCIL AS ITEMS ARE INSTALLED, AND SUBMIT TWO COPIES SHOWING AN ACCURATE "AS-BUILT" RECORD OF THE ENTIRE SYSTEM.
7. TEST EACH ITEM OF EQUIPMENT FOR PROPER OPERATION. GIVE THE OWNER INSTRUCTION IN THE OPERATION OF THE SYSTEM.
8. SECURE FROM THE OWNER A SIGNED MEMO STATING THAT TECHNICAL INFORMATION, AS-BUILT DRAWINGS AND INSTRUCTIONS IN OPERATION HAVE BEEN RECEIVED. SUBMIT MEMO TO THE ARCHITECT/ENGINEER.

16100 BASIC MATERIALS AND METHODS

1. RACEWAYS AND FITTINGS: ALL RACEWAYS SHALL BE GALVANIZED RIGID STEEL WITH LOCKNUTS AND BUSHINGS, WITH THE EXCEPTION THAT WHERE SPECIFICALLY ALLOWED BY THE NATIONAL ELECTRICAL CODE AND APPLICABLE LOCAL CODES, BRANCH CIRCUIT RACEWAYS MAY BE (E.M.T.) ELECTRICAL METALLIC TUBING OR PVC SCHEDULE 40. (PVC MAY BE USED BELOW GRADE ONLY). E.M.T. SHALL BE JOINED WITH STEEL SET SCREW TYPE FITTINGS.
2. CONDUCTORS: BRANCH CIRCUIT CONDUCTORS SHALL BE (#12 UNLESS OTHERWISE NOTED) THWN COPPER. (NO ALUMINUM SHALL BE PERMITTED UNLESS SPECIFICALLY NOTED OTHERWISE). ALL BRANCH CIRCUITS SHALL BE WIRED WITH COLOR-CODED WIRE. COLOR-CODE SHALL BE AS FOLLOWS: NEUTRALS TO BE WHITE FOR 120/208V SYSTEM, NATURAL GREY FOR 277/480V SYSTEM; GROUND WIRE GREEN, BARE OR GREEN WITH YELLOW STRIPS NOMINAL. 120/208V, PHASE A - BLACK; PHASE B - RED; PHASE C - BLUE. 480/277V, PHASE A BROWN; PHASE B - ORANGE; PHASE C - YELLOW. ALL SWITCHES, OTHER VOLTAGE SYSTEM WIRING, CONTROL AND INTERLOCK WIRING SHALL BE COLOR-CODED OTHER THAN THOSE ABOVE.

16200 ELECTRICAL SERVICE SYSTEM

1. IN GENERAL, ALL ELECTRICAL EQUIPMENT, METALLIC CONDUIT, MOTOR FRAMES, PANELBOARDS, ETC., SHALL BE GROUNDED WITH A SEPARATE GREEN SYSTEM GROUNDING CONDUCTOR RUN FROM THE MAIN SWITCH GROUND TO ALL PANELS AND FROM GROUNDING LUGS ON EACH PANEL TO EACH BRANCH CIRCUIT DEVICE AND FITTURE IN ACCORDANCE WITH THE SPECIFIC RULES OF ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE. ALL PANELS SHALL HAVE A GROUND BAR FOR GROUNDING, SEPARATE FROM THE NEUTRAL BAR.
2. THE FACILITIES AND EQUIPMENT REQUIRED TO PROVIDE ALL ELECTRICAL POWER FOR CONSTRUCTION, LIGHTING, BALANCING AND TESTING CONSUMED PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE PROVIDED UNDER THE ELECTRICAL CONTRACT.

16300 ELECTRICAL DISTRIBUTION SYSTEM

1. ALL WIRING DEVICES SHALL BE SPECIFICATION GRADE. SWITCHES SHALL BE QUIET TYPE. RECEPTACLES SHALL HAVE GROUND TERMINAL. SEE EQUIPMENT/SYMBOL SCHEDULE/LEGENDS.

16400 LIGHTING FIXTURES

1. ALL LIGHT FIXTURES SHALL BE FURNISHED COMPLETE WITH LAMPS, AND ALL NECESSARY MOUNTING HARDWARE, HANGERS AND TRIM. LIGHT FIXTURES SHALL BE BID AS SPECIFIED IN THE LIGHT FIXTURE SCHEDULE. ALL FLUORESCENT BALLASTS SHALL BE AUTO-RESET, CLASS P, ETL, CBM WITH EXTERNAL FUSE AND FUSE HOLDER. ALL FLUORESCENT LAMPS SHALL BE T8 OCTRON TYPE AND BALLASTS SHALL BE ELECTRONIC TYPE.

6421 UTILITY SERVICE ENTRANCE

1. COORDINATION
A. FULLY COORDINATE WITH THE LOCAL UTILITY COMPANY TO PROVIDE ELECTRICAL SERVICE TO THE FACILITY. PROVIDE UNDERGROUND RACEWAYS, TRENCHING, BACKFILLING, ETC. WHERE REQUIRED.
2. GENERAL
A. REFER TO APPROPRIATE SECTIONS CONTAINED WITHIN THESE SPECIFICATIONS FOR STANDARDS CONCERNING MATERIALS USED.
3. UTILITY METERS
A. METERS WILL BE FURNISHED BY UTILITY COMPANY.
4. UTILITY METER BASE
A. PROVIDE METER BASE THAT COMPLIES WITH UTILITY COMPANY'S REQUIREMENTS.
5. EXAMINATION
A. VERIFY THAT SERVICE EQUIPMENT IS READY TO BE CONNECTED AND ENERGIZED.
6. PREPARATION
A. MAKE ARRANGEMENTS WITH UTILITY COMPANY TO OBTAIN PERMANENT ELECTRIC SERVICE TO THE PROJECT.
B. COORDINATE LOCATION OF UTILITY COMPANY'S FACILITIES TO ENSURE PROPER ACCESS IS AVAILABLE.
C. THIS CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY IN WRITING, WITH 2 COPIES TO THE ENGINEER, NO LATER THAN 10 DAYS AFTER SIGNING CONTRACTS AS TO WHEN THIS CONTRACTOR ANTICIPATES THE BUILDING POWER SERVICE WILL BE REQUIRED.
D. CONTACT POWER COMPANY WITHIN 15 DAYS OF AWARD OF CONTRACT. PROVIDE POWER COMPANY COPIES OF CONTRACT DOCUMENTS NEEDED AND/OR REQUIRED BY POWER COMPANY WITHIN 30 DAYS OF CONTRACT NOTICE TO PROCEED.
7. CONTRACTOR RESPONSIBILITIES
A. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, ETC., NECESSARY FOR A COMPLETE ACCEPTED ELECTRICAL SERVICE AS REQUIRED FOR THIS PROJECT, INCLUDING INSPECTION AND ACCEPTANCE BY THE UTILITY AND LOCAL INSPECTION DEPARTMENTS (IF ANY).
8. UNDERGROUND ELECTRICAL SERVICE
A. FURNISH AND INSTALL UNDERGROUND 120/240 VOLT, 1 PHASE, 3 WIRE SERVICE FROM POWER COMPANY PAD MOUNTED TRANSFORMER TO MAIN SERVICE EQUIPMENT. SEAL CONDUIT WITH DUC-SEAL WHERE ENTERING BUILDING.
B. THE UNDERGROUND SERVICE SHALL COMPLY WITH ALL THE REQUIREMENTS OF THE NEC, LOCAL UTILITY COMPANY AND STATE ENFORCING AUTHORITY.
9. METERING
A. METERS AND METERING EQUIPMENT SHALL BE FURNISHED AND INSTALLED UNDER THIS DIVISION OF THE SPECIFICATIONS.

16500 ELECTRICAL POWER EQUIPMENT

1. ALL CONTROL WIRING, CONDUIT AND CONNECTIONS REQUIRED FOR PROPER OPERATION OF ALL CONTROL SYSTEMS SHALL BE FURNISHED AND INSTALLED UNDER THE ELECTRICAL CONTRACT. ALSO INCLUDED SHALL BE MOUNTING OF CONTROL EQUIPMENT FURNISHED BY OTHERS. ALL CONTROL WIRING SHALL BE IN CONDUIT AND COLOR-CODED.

SYMBOL LEGEND (CONTINUED)					
SYMBOL	DESCRIPTION	DESIGN SELECTION	APPROVED SUBSTITUTION	APPROVED SUBSTITUTION	REMARKS
	POLE WITH MOUNTING ARM AND CUT-OFF LIGHT FIXTURE. BOXES INDICATE NUMBER OF FIXTURES AND ORIENTATION	SEE FIXTURE SCHEDULE			
	FLUSH WALL OUTLET BOX AND 20 AMP WEATHER RESISTANT GFCI DUPLEX RECEPTACLE WITH LOCKING STAINLESS STEEL WEATHER PROOF IN USE COVER. PROVIDE LOCK WITH COVER. ALL LOCKS SHALL BE SET TO THE SAME KEY	P&S #2095TRWR WITH THOMAS & BETTS #CKMUV OR INTERMATIC #WP1010MC	HUBBELL #OFES362S WITH THOMAS & BETTS #CKMUV OR HUBBELL #WP26M COVER	LEVITON #W7899-TR WITH THOMAS & BETTS #CKMUV OR INTERMATIC #WP1010MC	a, b
	SURFACE MTD. WEATHERPROOF JUNCTION BOX AND COVER, AS NOTED ON PLANS	HOFFMAN			b, c, d
	TIME CLOCK, 2-POLE, RESERVE SPRING, 24 HR. WITH CONTACTS AND COIL VOLTAGE AS REQUIRED FOR CIRCUITS (UNLESS OTHERWISE NOTED)	TORK (SEE DETAIL)	PARAGON (SEE DETAIL)	INTERMATIC (SEE DETAIL)	e
	PHOTO CELL	TORK (SEE DETAIL)	PARAGON (SEE DETAIL)	INTERMATIC (SEE DETAIL)	
	METER, AS NOTED				
	120/208V BRANCH CIRCUIT PANELBOARD SURFACE MOUNTED	SQUARE "D"	G.E.	SIEMENS	e
	TRANSFORMER	SQUARE "D"	G.E.	SIEMENS	e
	BRANCH CIRCUIT CONDUIT CONCEALED BELOW SLAB OR UNDERGROUND				
	HOME RUN WIRING. ONE CIRCUIT PER ARROW HEAD				
	GROUND OR GROUND ROD AS NOTED				

NOTES:

- 1) ALL DEVICES TO BE GREY WITH SMOOTH METAL #302 S.S. PLATES UNLESS OTHERWISE NOTED.
- 2) SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- 3) ALL ITEMS NOTED ON THE LEGENDS DO NOT NECESSARILY APPEAR ON PLANS.

REMARKS:

- a) U.L. LISTED FOR WET LOCATION IN CLOSED POSITION.
- b) JUNCTION/OUTLET BOX SHALL BE SIZED AS REQUIRED FOR CONDUCTOR/DEVICE FULL PER N.E.C.
- c) PROVIDE KINDORF MFG. RACK FOR FREE STANDING APPLICATIONS. KINDORF SHALL BE PVC COATED FOR EXTERIOR APPLICATIONS. ALL CUT ENDS ARE TO BE SEALED.
- d) WHEN SURFACE JUNCTION BOX SYMBOL IS COMBINED WITH DEVICE SYMBOL, PROVIDE APPROPRIATE SURFACE PLATE FOR OUTLET APPLICATION.
- e) MAINTAIN WORKING CLEARANCES IN STRICT ACCORDANCE WITH N.E.C. COORDINATE EXACT LOCATION OF EQUIPMENT WITH ALL DISCIPLINES (I.E. STRUCTURAL, HVAC, PLUMBING, FIRE PROTECTION, KITCHEN, MILLWORK, ETC.) PRIOR TO ROUGH-IN TO MAINTAIN CLEARANCES.

Please Note:
Included in the specifications are an electrical and lighting portion for this project. The electrical and lighting are complete, and there is no need to provide any bid for these items.

GENERAL NOTES

1. 120 VOLT BRANCH CIRCUITS, WHERE THE LENGTH OF CIRCUIT CONDUCTORS COMPLETE FROM CIRCUIT BREAKER IN SOURCE PANEL TO ANY DEVICE ON THE CIRCUIT IS 0-100 FEET FROM THE PANEL, ARE TO HAVE #12 MINIMUM BRANCH CIRCUIT WIRING THROUGHOUT CIRCUIT. (CONDUIT SIZE PER SPECIFICATION AND NEC).
2. 120 VOLT BRANCH CIRCUITS, WHERE THE LENGTH OF CIRCUIT CONDUCTORS COMPLETE FROM CIRCUIT BREAKER IN SOURCE PANEL TO ANY DEVICE ON THE CIRCUIT IS 101-175 FEET FROM THE PANEL, ARE TO HAVE #10 MINIMUM BRANCH CIRCUIT WIRING HOMERUN (3/4") FROM PANEL CIRCUIT BREAKER TO FIRST DEVICE AND #12 BRANCH CIRCUIT WIRING THROUGHOUT THE REMAINDER OF THE CIRCUIT. (CONDUIT SIZE PER SPECIFICATION AND NEC). FIRST 75 FEET OF COMBINED HOMERUN AND BRANCH CIRCUIT TO BE MINIMUM #10 WIRE. (3/4").
3. 120 VOLT BRANCH CIRCUITS, WHERE THE LENGTH OF CIRCUIT CONDUCTORS COMPLETE FROM CIRCUIT BREAKER IN SOURCE PANEL TO ANY DEVICE ON THE CIRCUIT IS 176-225 FEET FROM THE PANEL, ARE TO HAVE #10 MINIMUM BRANCH CIRCUIT WIRING HOMERUN (3/4") FROM PANEL CIRCUIT BREAKER TO FIRST DEVICE AND #10 BRANCH CIRCUIT WIRING THROUGHOUT THE REMAINDER OF THE CIRCUIT (3/4").
4. 120 VOLT BRANCH CIRCUITS, WHERE THE LENGTH OF CIRCUIT CONDUCTORS COMPLETE FROM CIRCUIT BREAKER IN SOURCE PANEL TO ANY DEVICE ON THE CIRCUIT IS 226 FEET OR MORE FROM THE PANEL, ARE TO HAVE #8 MINIMUM BRANCH CIRCUIT WIRING HOMERUN (1") FROM PANEL CIRCUIT BREAKER TO FIRST DEVICE AND #10 BRANCH CIRCUIT WIRING THROUGHOUT THE REMAINDER OF THE CIRCUIT (3/4"). FIRST 125 FEET OF COMBINED HOMERUN AND BRANCH CIRCUIT TO BE MINIMUM #8 WIRE (1").
5. VISIT AND CAREFULLY EXAMINE THOSE PORTIONS OF SITE AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS, SO AS TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT EXECUTION OF THE WORK. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED.
6. READ SPECIFICATIONS.
7. SPLICES IN POWER AND LIGHTING OUTLET BOXES SHALL BE KEPT TO A MINIMUM, PULL CONDUCTORS THROUGH TO DEVICES, EQUIPMENT CABINETS/PANELBOARDS. SPLICING IN WIREWAYS IS NOT PERMITTED UNLESS SPECIAL WRITTEN PERMISSION IS GRANTED BY ENGINEER.
8. NO SPLICES SHALL BE MADE IN UNDERGROUND (OR FLUSH) IN-GRADE PULL BOXES UNLESS ENGINEER HAS GIVEN SPECIFIC ACCEPTANCE.
9. EXISTING UTILITIES INDICATED ARE TAKEN FROM EXISTING CONSTRUCTION DOCUMENTS, VARIOUS SURVEYS, AND FIELD INVESTIGATIONS. IT IS TO BE UNDERSTOOD THAT UNFORESEEN CONDITIONS PROBABLY EXIST AND NEW WORK MAY NOT BE FIELD LOCATED EXACTLY AS SHOWN ON THE DRAWINGS. COOPERATION WITH OTHER TRADES IN ROUTING AND/OR BURIAL DEPTHS AS DETERMINED DURING CONSTRUCTION AND AS DIRECTED BY THE ARCHITECT/ENGINEER MAY BE NECESSARY AND IT IS INTENDED THAT SUCH DEVIATIONS SHALL BE CONSIDERED A PART OF THIS CONTRACT. IT IS ALSO UNDERSTOOD THAT THE PLANS ARE NOT COMPLETELY TO SCALE. THIS CONTRACTOR IS TO FIELD VERIFY DIMENSIONS OF ALL SITE UTILITIES, ETC., PRIOR TO BID AND INCLUDE ANY DEVIATIONS IN THE CONTRACT.
10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN ON PLANS OR NOT AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE COMPLETION OF THIS WORK. THE CONTRACTOR SHALL LOCATE ALL UTILITIES (BOTH KNOWN AND UNKNOWN) IN AREA OF WORK PRIOR TO EXCAVATION WITH THE USE OF ELECTRONIC LOCATOR/TRACER DEVICES AND EQUIPMENT SUITABLE FOR SUCH USE. REFLECT LOCATED UTILITIES ON AS-BUILT DOCUMENTS.
11. PROVIDE NEW TYPED PANEL DIRECTORIES FOR ALL EXISTING AND NEW PANELBOARDS FOR PANELBOARDS ASSOCIATED WITH CONTRACT WHETHER SHOWN ON PLANS OR NOT REGARDLESS IF SCHEDULES/CIRCUITRY HAS BEEN CHANGED.

LIGHT FIXTURE SCHEDULE					
TYPE	DESCRIPTION	BASIS OF DESIGN	VOLTS	LAMPS/PIX	
SA	DECORATIVE SITE LUMINAIRE, 26" ROUND ALUMINUM HOUSING, TYPE III DISTRIBUTION, LED SOURCE, 5000K	BEACON # URB-CAP-26-24NB-55-5K- UNW-T3-MRW-MOB-RAL6012	240	55W 5000K LED 5610 LUMENS	
SA POLE ARM	12" DECORATIVE ALUMINUM POLE WITH GOOSENECK ARM, ANCHOR BASE (SEE BASE DETAIL), COLOR "TOLEDO GREEN"	BEACON # POLE - RSA-B-SHO-S-12-50-B- TNS-RAL6019 ARM - AA-44-S-RAL6019 BASE - FLCC-S-RAL6019	N/A	N/A	

LIGHTING FIXTURE SCHEDULE GENERAL NOTES:
(1) VERIFY COLOR AND DECORATIVE POLE OPTIONS CITY OF NORTH PORT.

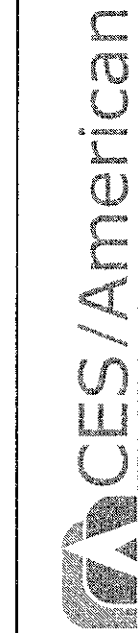
Reviewed for Electrical Code Compliance
Date: 2/24/17
Plans Examiner

SHEET NO.	ELECTRICAL SHEET INDEX FOR	SCALE
E1	ELECTRICAL GENERAL NOTES, SCHEDULES & ABBREVIATIONS	NONE
E2	SITE LIGHTING PLAN	1/8" = 1'-0"
E3	SITE LIGHTING PLAN	1/8" = 1'-0"
E4	ELECTRICAL RISER DIAGRAM AND PANEL SCHEDULE	NONE



mp
MATERN PROFESSIONAL ENGINEERING, INC.
ENG. BUS. No. EB-0005096
CERT. OF AUTH. No. 5096
7680 Cambridge Manor Place, Suite 101
Fort Myers, FL 33907
PHONE (239) 332-1187 FAX (239) 332-5195
MPE JOB #: 2014-045

Joseph S. Menen, P.E. P.E. No. 44745 State of Florida Charlotte Engineering & Surveying, Inc. Corporation No. 2904	
Date:	04/02/2014
Scale:	NONE
Drawn By:	DESIGNER
Checked By:	SL
Project #:	2014-045
SHEET E1	



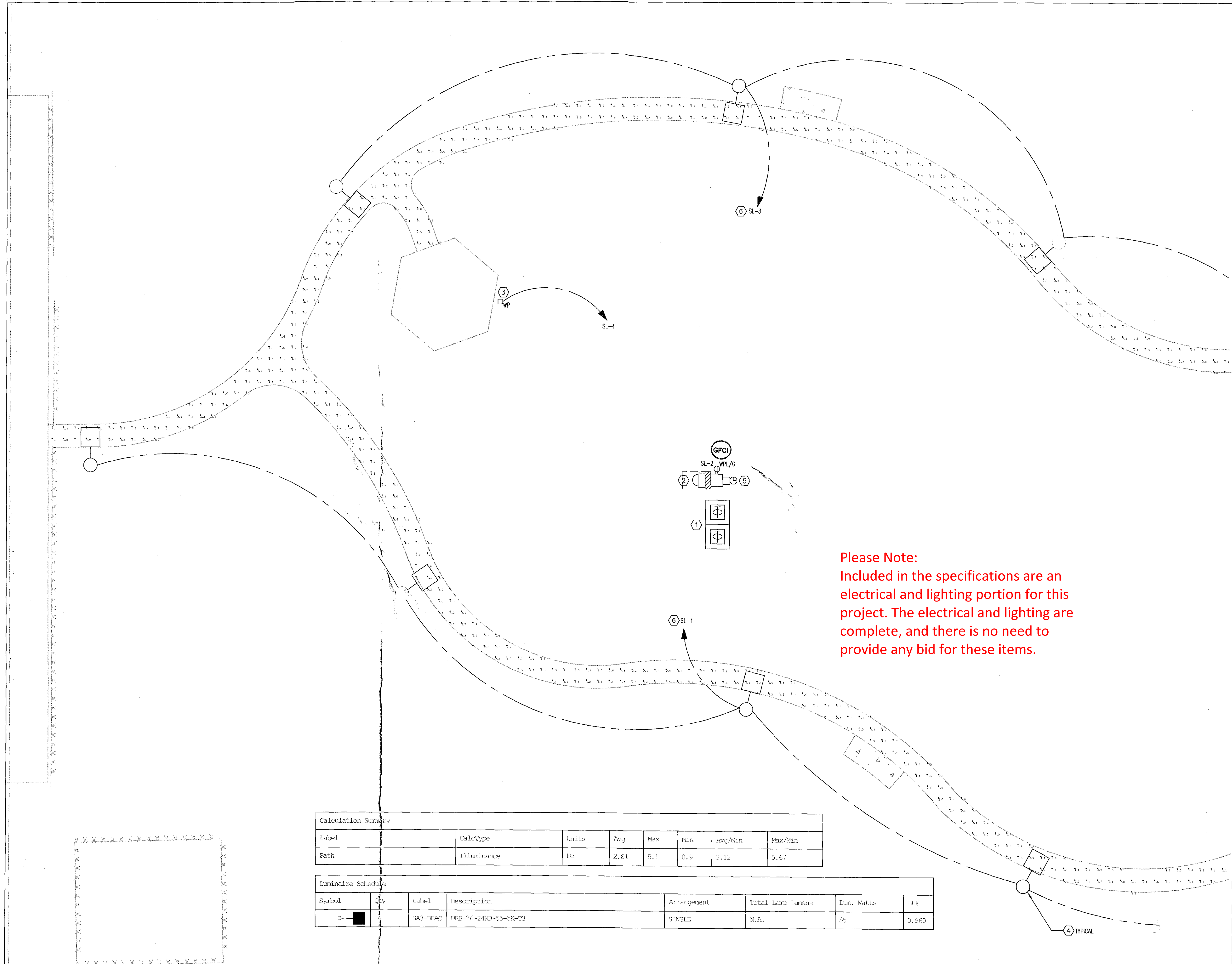
CIVIL ENGINEERS-LAND DEVELOPMENT
LANDSCAPE ARCHITECTS
LANDSCAPE CONSULTANTS
LANDSCAPE ARCHITECTS

RFQ Pine Park Walking Path
McKibben Drive, North Port, FL.

GENERAL NOTES & LEGENDS

FOR
City of North Port
4970 City Hall Blvd.
North Port, Florida 34286

Revisions:	



Please Note:
Included in the specifications are an
electrical and lighting portion for this
project. The electrical and lighting are
complete, and there is no need to
provide any bid for these items.

Calculation Summary								
Label		CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Path		Illuminance	Fc	2.81	5.1	0.9	3.12	5.67

Luminaire Schedule							
Symbol	Qty	Label	Description	Arrangement	Total Lamp Lumens	Lum. Watts	LLF
□	1	SA3-BEAC	UPB-26-24NB-55-SK-T3	SINGLE	N.A.	55	0.960

SITE PLAN - ELECTRICAL
1/8"=1'-0"
0 4' 8' 16'

MATCHLINE - SEE SHEET E3

- LEGEND**
- 1 EXISTING FPL TRANSFORMERS
 - 2 PEDASTAL MOUNTED, COMBINATION METER SOCKET AND LOAD CENTER, SEE RISER DIAGRAM FOR DETAILS.
 - 3 WEATHERPROOF JUNCTION BOX AT CAZEBO FOR FUTURE POWER, COORDINATE EXACT LOCATION WITH OWNER.
 - 4 NEW SITE LIGHTING, TYPE SA, SEE FIXTURE SCHEDULE FOR DETAILS. PROVIDE CONCRETE POLE BASE AND GROUND PER DETAILS ON SHEET E4.
 - 5 ASTRONOMIC TIME SWITCH FOR SITE LIGHTING CONTROL, BASIS OF DESIGN TORK EWZ SERIES.
 - 6 CONNECT LIGHTING CIRCUIT TO PANEL VIA TIME SWITCH.

Reviewed for Electrical Code Compliance
Date: 2/24/17
PLS: Examiner

CES/American
CIVIL ENGINEERS AND LAND DEVELOPMENT CONSULTANTS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
1700 El Jabeen Road
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Telephone No.: (941) 629-2552
Fax No.: (941) 743-8298
E-mail: ces@cep-oes.com

SITE PLAN - ELECTRICAL
RFQ Pine Park Walking Path
McKibben Drive, North Port, FL.

FOR
City of North Port
4970 City Hall Blvd.
North Port, Florida 34286

Revisions:


Joseph S. Menen, P.E.
P.E. No. 44745
State of Florida
Charlotte Engineering & Surveying, Inc.
Corporation No. 2304

Date: 04/02/2014
Scale: 1/8"=1'-0"
Drawn By: SL
Checked By: SL
Project #: 2014-045

SHEET E2


MATCHLINE - SEE SHEET E2

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Path	Illuminance	Fc	2.81	5.1	0.9	3.12	5.67

Luminaire Schedule							
Symbol	Qty	Label	Description	Arrangement	Total Lamp Lumens	Lum. Watts	LLF
	14	SA3-BEAC	URB-26-24NB-55-5K-T3	SINGLE	N.A.	55	0.960

Please Note:
Included in the specifications are an
electrical and lighting portion for this
project. The electrical and lighting are
complete, and there is no need to
provide any bid for these items.

Reviewed for Electrical Code Compliance
Date: 3/24/17
Plan Examiner

 **SHEET TITLE**
1/8"=1'-0"
0 4' 8' 16'

HEX NOTES

SEE SHEET E2 FOR HEX NOTES



CIVIL ENGINEERS AND DEVELOPMENT
SURVEYORS AND CONSULTANTS
LAND SURVEYORS
LANDSCAPE ARCHITECTS

1700 El Jobean Road
Port Charlotte, Florida 33948
Telephone No.: (941) 629-2552
Fax No.: (941) 743-8298
E-mail: ces@acp-ces.com

SITE PLAN - ELECTRICAL

RFQ Pine Park Walking Path
McKibben Drive, North Port, FL.

FDR

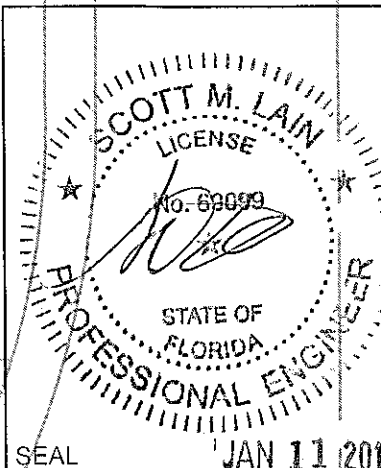
City of North Port
4970 City Hall Blvd.
North Port, Florida 34286

Revisions:

Joseph S. Menen, P.E.
P.E. No. 44795
State of Florida
Charlotte Engineering & Surveying, Inc.
Corporation No. 2904

Date:	04/02/2014
Scale:	1/8" = 1'-0"
Drawn By:	SL
Checked By:	SL
Project #:	2014-045

SHEET E3



mp
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7680 Cambridge Manor
Place, Suite 101
Fort Myers, FL 33907
PHONE (239) 332-1187 FAX (239) 332-5195
MPE JOB # 2014-045

Please Note:
Included in the specifications are an electrical and lighting portion for this project. The electrical and lighting are complete, and there is no need to provide any bid for these items.

COPYRIGHT ME, LLC 06/01/03 VERSION: C1a REVISED: 04/28/14

VOLTS L/N: 120
VOLTS PH: 240
PHASE: 1
MOUNTING: SURFACE
TYPE: UAP
MFR: MILBANK

PANEL: SL
MLO(***)
MCB TYPE: HJ
MCB: 60
SH TRIP
GFP

EXISTING: NO
SECTIONS: 1
NEMA 3R:

GENERAL NOTES:
(1) ALL C.B.'S FEEDING HVAC EQUIPMENT TO BE HACR TYPE.
(2) ALL C.B.'S FEEDING ELEV EQUIP TO BE SHUNT-TRIP TYPE.
(3) ALL C.B.'S FEEDING ELEV EQUIP TO BE SIZED AS REQ'D BY MFR.
(4) ALL C.B.'S FEEDING HID LTG TO BE HID RATED.
(5) NO MULTIWIRE BRANCH CKTS ARE ALLOWED.
(6) NOT USED.

NOTES AND REFERENCE NOTES:
MFR = SIZE CB PER MFR. RECOMMENDATIONS.
\$ = NEW CB IN EXIST SPACE
& = REPLACE EXIST CB WITH NEW
SH = SHUNT TRIP C.B.
AF = ARC FAULT CB

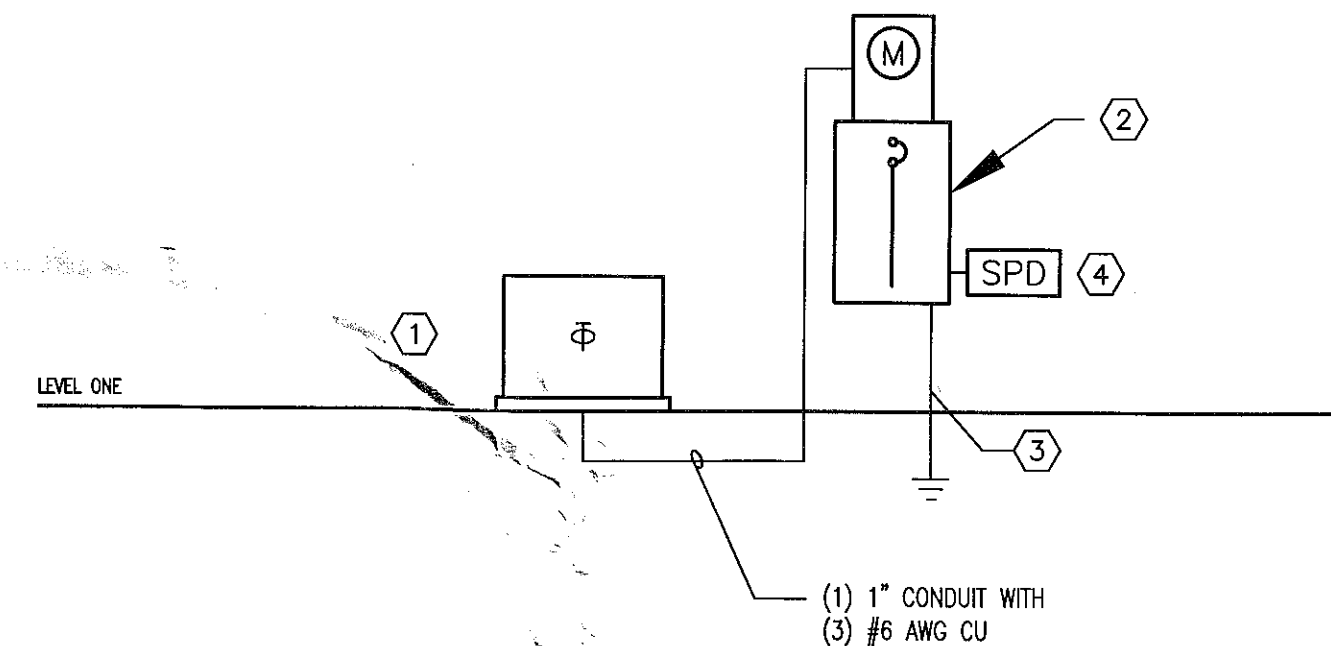
OPTIONAL CALC
ACTUAL CONN LOAD 4 KVA 16 AMPS
DEMAND 4 KVA 15 AMPS
DIVERSITY 4 KVA 15 AMPS
TRANSFORMER SIZE KVA

TOTAL AMPS A PH 16
TOTAL AMPS B PH 16
INFO CODE:

(***) NOTE: SIZE SHOWN IS MINIMUM ACCEPTABLE MLO AMPERAGE.
INCREASE SIZE IF REQUIRED TO ACHIEVE QUANTITY OF POLES OR
BREAKER SIZE/AIC RATING AS CALLED FOR IN SCHEDULE.

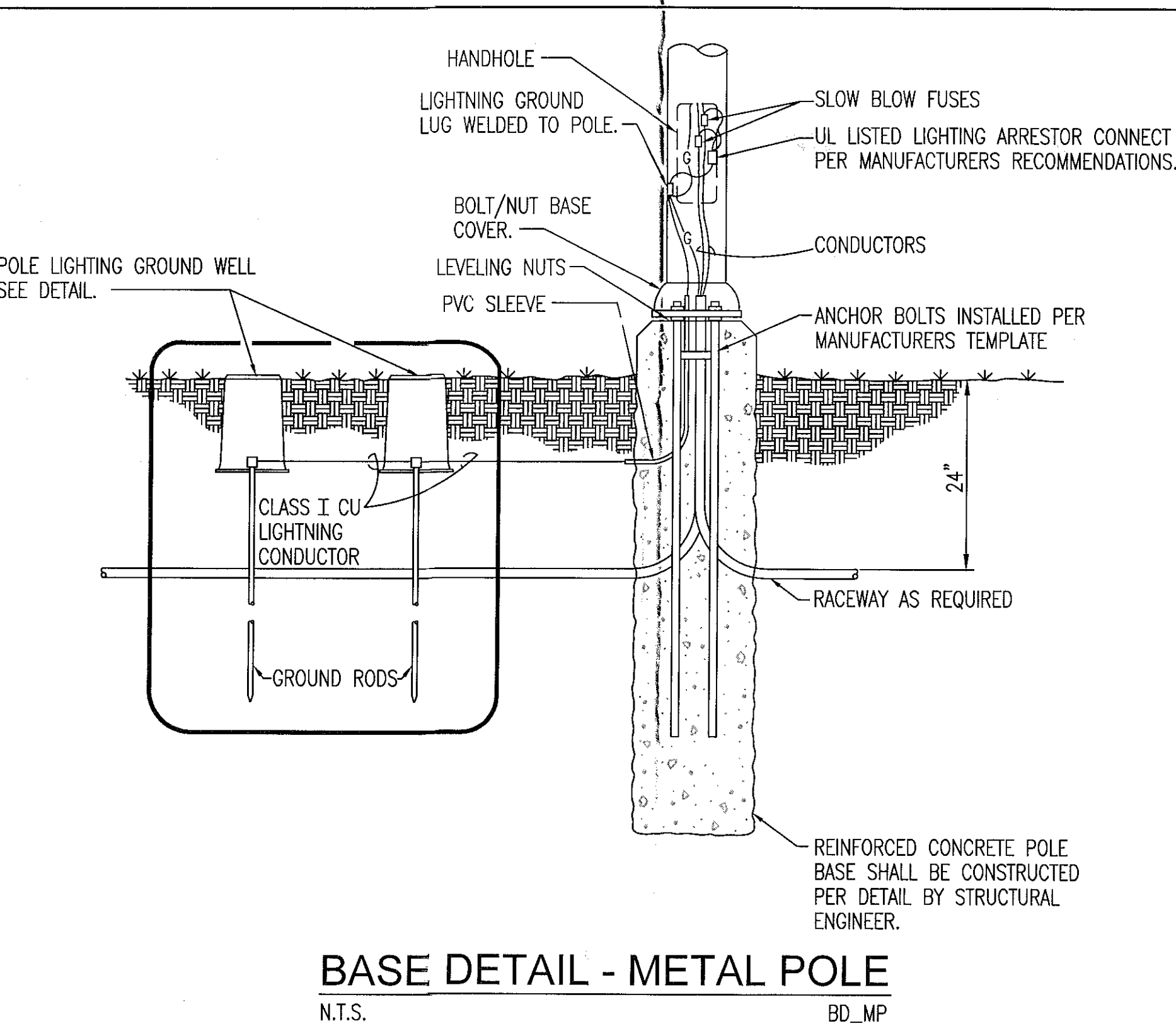
SECTION 1 WITH MAINS

DESCRIPTION	CONN	TYPE	AMPS	AMPS	AMPS	C.B. AMPS	C.B. POLE	REF NOTE	CKT. NO.	CKT. NO.	REF NOTE	C.B. POLE	C.B. AMPS	AMPS	AMPS	AMPS	DESCRIPTION	CONN	TYPE
SITE LIGHTING	500	1.0	4			20	1		1	2		1	20	2			PNL RCPT	1	4.0
SITE LIGHTING	600	1.0		5		20	1		3	4		1	20		5		GAZEBO	5	5.0
SPARE		0.2				20	1		5	6	MFR	2	30				SPD		18.0
SPARE		0.2				20	1		7	8									18.0
SPACE							1		9	10		1					SPACE		
SPACE							1		11	12		1					SPACE		



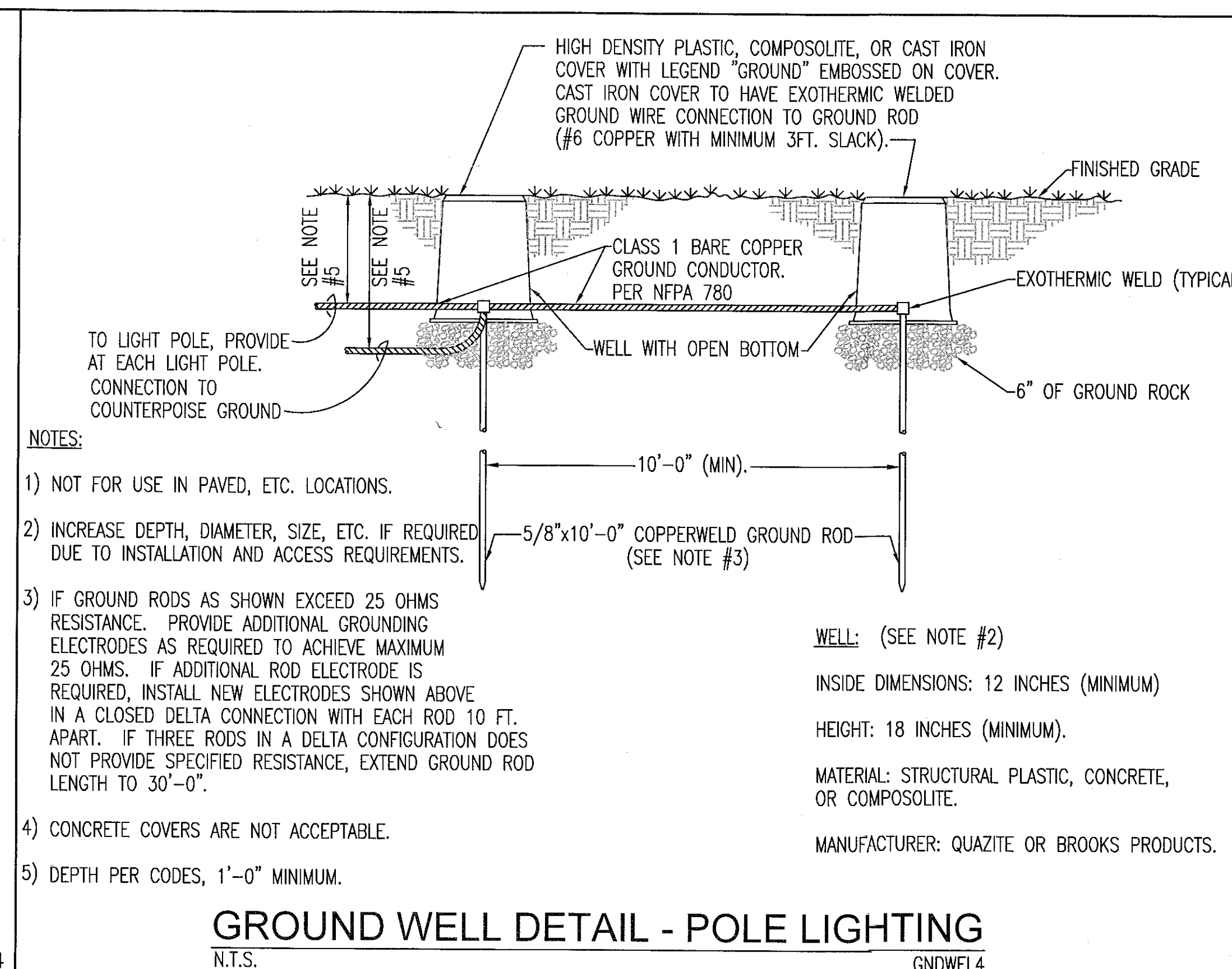
ELECTRICAL RISER DIAGRAM
NOT TO SCALE

- EXISTING 120/240V-1Ø FPL TRANSFORMERS, VERIFY VOLTAGE AND CONNECTION WITH FPL PRIOR TO BID. CONTRACTOR SHALL PROVIDE ALL REQUIRED CONNECTIONS AND FEES FOR NEW SERVICE, SEE SPECIFICATIONS FOR DETAILS.
- PEDASTOL MOUNTED, COMBINATION METER SOCKET AND 12-CIRCUIT LOAD CENTER IN NEMA 3R ENCLOSURE, BASIS OF DESIGN, MILBANK UAP5024-XL. SEE PANEL SCHEDULE FOR DETAILS.
- #3/0 COPPER GROUND WIRE TO COPPERWELD DRIVEN GROUND ROD (S).
- SURGE PROTECTION DEVICE, APT S50A-240-2PN OR EQUAL



BASE DETAIL - METAL POLE
N.T.S. BD_MP

4/19/04



GROUND WELL DETAIL - POLE LIGHTING
N.T.S. GNDWEL4

NOTES:

- NOT FOR USE IN PAVED, ETC. LOCATIONS.
- INCREASE DEPTH, DIAMETER, SIZE, ETC. IF REQUIRED DUE TO INSTALLATION AND ACCESS REQUIREMENTS.
- IF GROUND RODS AS SHOWN EXCEED 25 OHMS RESISTANCE. PROVIDE ADDITIONAL GROUNDING ELECTRODES AS REQUIRED TO ACHIEVE MAXIMUM 25 OHMS. IF ADDITIONAL ROD ELECTRODE IS REQUIRED, INSTALL NEW ELECTRODES SHOWN ABOVE IN A CLOSED DELTA CONNECTION WITH EACH ROD 10 FT. APART. IF THREE RODS IN A DELTA CONFIGURATION DOES NOT PROVIDE SPECIFIED RESISTANCE, EXTEND GROUND ROD LENGTH TO 30'-0".
- CONCRETE COVERS ARE NOT ACCEPTABLE.
- DEPTH PER CODES, 1'-0" MINIMUM.

WELL: (SEE NOTE #2)

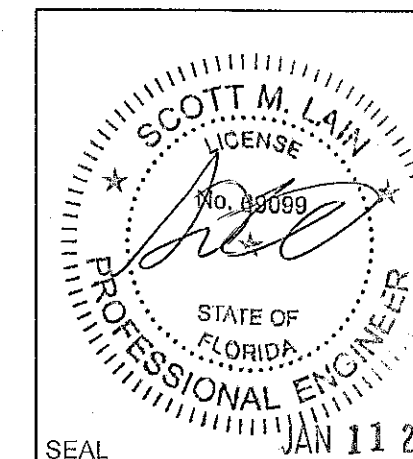
INSIDE DIMENSIONS: 12 INCHES (MINIMUM)

HEIGHT: 18 INCHES (MINIMUM).

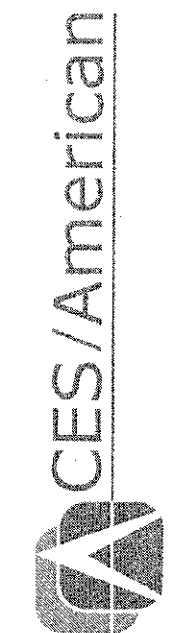
MATERIAL: STRUCTURAL PLASTIC, CONCRETE, OR COMPOSITE.

MANUFACTURER: QUAZITE OR BROOKS PRODUCTS.

Reviewed for Electrical Code Compliance
Date: 2/24/12
Pete Exonator



MATERN PROFESSIONAL ENGINEERING, INC.
ENG. BUS. No. EB-0005098
CERT. OF AUTH. No. 5096
7680 Cambridge Manor
Place, Suite 101
Fort Myers, FL 33907
PHONE (239) 332-1187 FAX (239) 332-5195
MPE JOB #: 2014-045



CIVIL ENGINEERS/LAND DEVELOPMENT
SPORTS FACILITY CONSULTANTS
LANDSCAPE ARCHITECTS

1700 El Jobean Road
Port Charlotte, Florida 33948
Telephone No.: (941) 629-2552
Fax No.: (941) 743-6298
E-mail: ces@acp-ces.com

RISER AND SCHEDULES
RFQ Pine Park Walking Path
McKibben Drive, North Port, FL.

FOR
City of North Port
4970 City Hall Blvd.
North Port, Florida 34286

Revisions:

Joseph S. Menen, P.E.
P.E. No. 44745
State of Florida
Charlotte Engineering & Surveying, Inc.
Corporation No. 5994
Date: 04/02/2014
Scale: NONE
Drawn By: SL
Checked By: SL
Project #: 2014-045

SHEET E4



flexipave HD2000 SPECIFICATIONS

Section _____ Flexible Porous Paving

1. GENERAL

- 1.1. The Flexible Porous Paving shall be KBI Flexi-Pave HD2000 made from recycled passenger tires, crushed stone and a urethane binding agent as manufactured by K.B. Industries, Inc. (KBI), 7300 Bryan Dairy Road, Suite 400, Largo, FL 33777. Tel 727 723 3300.
- 1.2. All components, materials and compounds shall be 100% sourced and manufactured in the USA.
- 1.3. The Flexible Porous Paving shall be supplied by a manufacturer with at least 10 years experience that can supply references for similar applications and installations in the USA.

2. SUBMITTALS

- 2.1. The Flexible Porous Paving manufacturer shall submit;
 - 2.1.1. Certificates stating that materials meet or exceed the specified contract requirements.
 - 2.1.2. Site handling and storage instructions.
 - 2.1.3. Mixing and installation instructions.
 - 2.1.4. A sample that reflects the characteristics of the material to be installed. The sample, upon approval, shall be maintained as the standard of minimum quality for all the proposed surfacing and paving work required for the project.

3. CONTRACTOR

- 3.1. The Contractor installing the Flexible Porous Paving shall be a Certified Installer of KBI Flexi-Pave HD2000.
- 3.2. Contractors bidding for installation of the KBI Flexi-Pave HD2000 may become Certified Installers by contacting KBI and successfully completing the Certified Installer program.
- 3.3. The Contractor shall;
 - 3.3.1. Furnish all labor, materials, tools, equipment, and incidentals required to install KBI Flexi-Pave HD2000.
 - 3.3.2. Provide an adequate numbers of skilled workers who are trained and experienced with installing KBI Flexi-Pave HD2000 and are familiar with the specified contract requirements and the methods needed for its installation.
 - 3.3.3. Install the crushed stone sub-base as described in the specifications and shown on the contract drawing unless the sub-base is installed/provided.
 - 3.3.4. Install the KBI Flexi-Pave HD2000 to depth and width as described in the specifications and shown in the contract drawings.
 - 3.3.5. Reduce the risk of damage to the Flexible Porous Paving surface by not allowing track vehicles (metal or rubber), forklifts (warehouse-variable reach), main lifts (booms or scissors), and/or dumpsters or roll-off containers on the KBI Flexi-Pave HD 2000 either during or following installation. Any explicit or implied warranty is voided through failure to comply with this section.

4. PRODUCTS

- 4.1. Recommended sub-base shall be either; crushed stone or for KBI Flexi-Pave HD2000 Titan Series use UltraBaseSystems Pro interlocking panels. KBI will provide advice on appropriate sub base for each installation and the materials based on the application and project location.
- 4.2. Crushed Stone;
 - 4.2.1. For load bearing applications KBI Flexi-Pave HD2000 shall be installed over a minimum of 4" (100mm) of compacted crushed concrete or crushed stone aggregate to a density of 95% minimum.
 - 4.2.2. The sizing of the stone and base soil will directly represent the desired "Curve Number" (percolation rate) required.

- 4.3. UltraBaseSystems Pro interlocking panels shall;
 - 4.3.1. Measure 28" x 28" by 1¼" deep manufactured from recycled post industrial polymeric materials.
 - 4.3.2. Have a vertical drainage rating of 341" per hour and a horizontal flow rate of 96.4" per hour and each panel shall store up to 3.58 gallons of water.
 - 4.3.3. Have a static load capacity of 1664 psi.
 - 4.3.4. Be suitable for installation over properly prepared earth sub base without the need for compacted rock, concrete or asphalt.
- 4.4. KBI Flexi-Pave HD2000.
 - 4.4.1. The KBI Flexi-Pave HD2000 shall be installed in accordance with the manufacturers written instructions to an average depth of 1.5 inches over the prepared sub-base.
 - 4.4.2. The KBI Flexi-Pave HD2000 shall be Natural colors; Black / Cypress / Redwood / Bark Brown / Green / Granite or ZX vibrant colors Brick Red / Concrete / Emerald / Mahogany / Olive Brown / Pitch Black / Sand Stone / Sky Blue / Slate in color.
 - 4.4.3. The KBI Flexi-Pave HD2000 shall be mixed with a urethane binding agent based on MDI Polyether Polyols and shall be free of extender oils to prevent leaching over time. Binders that use extender oils will not be acceptable.
 - 4.4.4. The KBI Flexi-Pave HD2000 shall be cured and fit for use within 24 hours of installation.
5. QUALITY ASSURANCE
 - 5.1. The Contractor is responsible for supplying and installing a warranted material that meets, or exceeds, the manufacturer's specifications and testing:
 - 5.1.1. ASTM C 666/C/666M- Freeze-Thaw testing with no cracks or breaks through 300 cycles of testing.
 - 5.1.2. Designated as "Highly Permeable" under FL DOT FM 5-565 permeability testing.
 - 5.1.3. Independent testing showing a perk rate of 2400 gph (40 gpm) per sq. ft. or higher.
 - 5.1.4. Scuff/Power Steering Resistance in accordance with ISSA TB 100 / ISSA TB 139.
 - 5.1.5. Accelerated Weathering using ASTM 4798.
 - 5.1.6. Hamburg Loaded Wheel Testing TX DOT 242-F, must be equivalent or better than 2.3 rut depth at 8,000 cycles and full recovery within 24 hours.
 - 5.1.7. Static Creep Testing TX DOT 231-F, shall be equivalent to or better than total strain +2.703% and permanent strain equal to 0.514%.
 - 5.1.8. Resilient Modulus Testing in accordance with ASTM D 4123 shall be equivalent or better than 68,495 pounds.
 - 5.1.9. Slip resistant and ADA compliant, in accordance with ASTM D 2047 testing.
 - 5.1.10. Heat resilient to 400 degrees in accordance with ASTM D 4123 testing.
 - 5.1.11. Sound absorbent, in accordance with ASTN C423-09a / E795-05 testing.
 - 5.1.12. Compression tested and be able to withstand 250 psi without permanent deformation or damage.
 - 5.1.13. Has a leachate less than 6 parts per billion and containing no organic compounds or heavy metals.
 - 5.1.14. The material shall be resistant to the following elements: transmission, hydraulic, and brake fluids, gasoline, diesel, saltwater, oil, chlorine, ozone, bromine, and muriatic acid.
6. PROJECT CONDITIONS
 - 6.1. The Contractor shall provide appropriate and adequate protection to adjacent areas including but not limited to:
 - 6.1.1. Protection of adjacent work space from splashing of Flexible Porous Paving materials.
 - 6.1.2. Remove all stains from exposed surfaces of paving, structures, and grounds.
 - 6.1.3. Remove all waste and spillage.
 - 6.1.4. Provide suitable protection to assure no damage or disturbance to existing improvements or vegetation before starting work and maintain protection throughout the course of the work.
 - 6.1.5. Restore and repair areas, at no additional cost to the owner, that have been damaged as a result of construction work, including existing paving on or adjacent to the site, to their original condition or repair as directed to the satisfaction of the Owner's

Representative.

7. WEATHER

- 7.1. KBI Flexi-Pave HD2000 urethane binder is engineered based on the geographical location of the project and climate expectations during installation. KBI will provide the appropriate binder for each installation and the materials delivered will be based on project location and seasonality.
- 7.2. KBI Flexi-Pave HD2000 shall not be installed when the ambient air temperature in the shade near the installation site is above 110° F or below 50° F. Temperatures below 50° F can extend the curing time and would fall outside of normal "use ready in 24 hours" guidelines.
- 7.3. The urethane binder shall be stored on site at between 59°- 77° F and used within 6 months of delivery.
- 7.4. The Contractor shall not pave on days when rain is forecast, unless a change in the weather results in favorable paving conditions as determined by the Owner's Representative.
- 7.5. In the event of rain on days prior to installation, the sub base must be dry and not contain any standing or moving water.

8. SAFETY AND TRAFFIC CONTROL

- 8.1. When construction work will interfere with existing, traffic and sidewalks the Contractor shall notify and cooperate with local authorities, and other jurisdictional organizations, and provide temporary barriers, signs, warning lights, flaggers, and other protections as required by the authorities to assure the safety of pedestrians and vehicles around the construction area and to organize the smooth flow of traffic.

9. MAINTENANCE

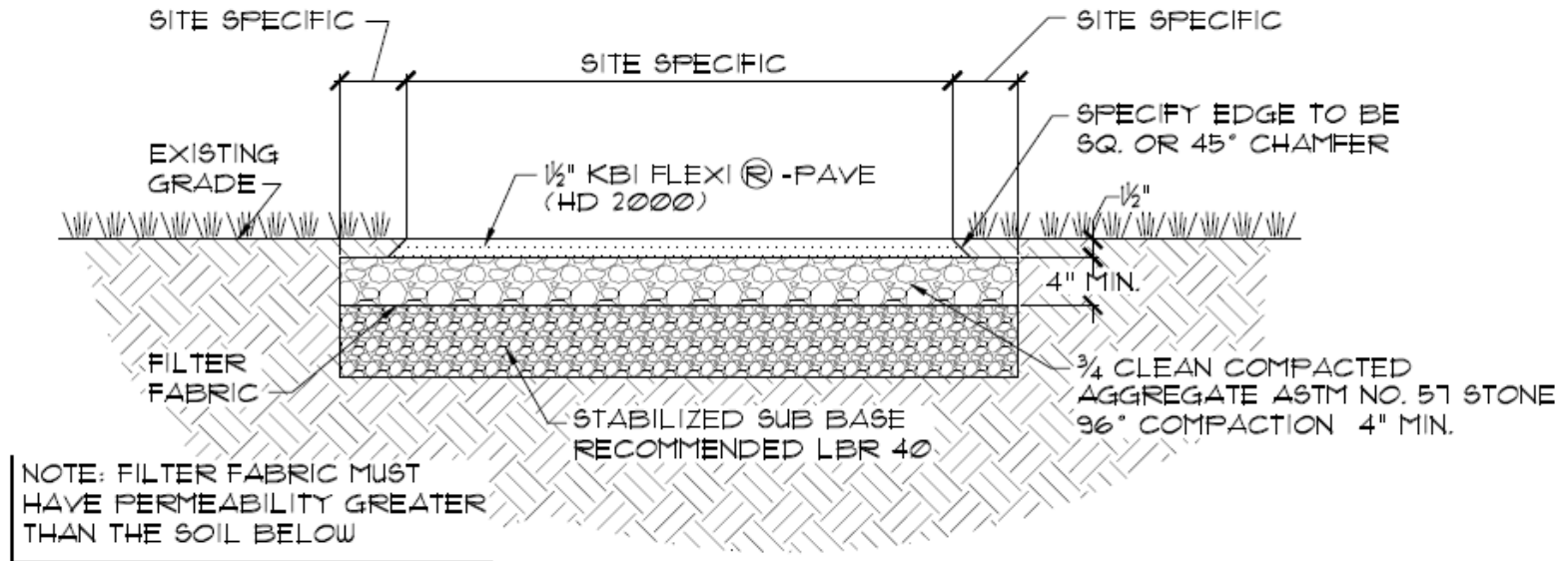
- 9.1. KBI Flexi-Pave HD 2000 installations are designed to operate and function trouble free with only minimal routine maintenance over the lifetime of the product.
- 9.2. The frequency and scope of the routine maintenance required will largely be dependent on the application and project location. The key objective will be to keep the surface clean and clear of debris to maintain the hydraulic conveyance capacity of KBI Flexi- Pave over time as well as maintaining the aesthetic appeal of the surface.
- 9.3. Prior to undertaking routine maintenance of KBI Flexi- Pave it is recommended that an annual inspection be completed to evaluate the condition of the surface. The following are suggested annual maintenance inspection points:
 - 9.3.1. Inspect the surface of the KBI Flexi- Pave for evidence of sediment deposition, organic debris, staining or ponding. If any signs of clogging are noted, schedule a vacuum sweeper (no brooms or water spray) to remove deposited material. Cleaned sections may then be tested by pouring water from a five-gallon bucket to ensure full hydraulic conveyance capacity has been restored.
 - 9.3.2. Inspect the structural integrity of the KBI Flexi- Pave surface, looking for signs of damage or surface deterioration, such as raveling, slumping, cracking, etc. Replace or repair affected areas, as necessary.
 - 9.3.3. Check for potential need to overspray/roll with urethane binder after 4-6 years.
- 9.4. If in doubt or should any unexpected situations or observations occur during the maintenance inspection, please contact KBI for consultation and advice.

10. WARRANTY

- 10.1. The KBI Flexi- Pave HD2000 shall have a material warranty of 1 year from the date of installation (extended warranties are available with the addition of a maintenance program)
- 10.2. The Manufacturers' warranty shall be issued on completion of the installation and final inspection.
- 10.3. The Manufactures' warranty is based and predicated on the hands on installation by a certified and qualified team of tradesmen. Faulty workmanship by tradesmen uneducated in the installation process will be cause to void the warranty.

KBI FLEXI® PAVE

SCALE-3/4"=1'-0"



K.B. Industries, Inc.

7300 Brian Dairy Rd, Ste 400, Largo, FL 33777
(727) 723-3300 • www.kbiglobal.com

DRAWN BY- TJG

DATE

10/22/14

SCALE

3/4"=1'-0"

APPENDIX A CITY FEE STRUCTURE

B. PLANNING AND ZONING FEES

General Fees

Address Verifications	\$25
Addressing for a project requiring up-to-date address:	
Initial Review Fee	\$250
For each address	\$10
Readdressing of Approved Project	\$250
Appeal to Zoning Board of Appeals/Zoning Hearing Officer	\$750 + legal ads
Appeal to Planning & Zoning Advisory Board	\$750 + legal ads
Applicant shall pay the fees for experts, as determined by the City.	
Architectural Review	\$100
Certificate of Completion	\$250
Certificate of Completion - Temporary	\$250
Developer Agreement (Includes review)	Up to \$2500
FEMA Research Letter	\$100
North Port Fiscal Analysis Model (NPFAM)	\$250
Property Research	\$25
Reimbursements:	
Reimbursements for Big Slough Watershed Modeling	Actual, reasonable and customary charges
Reimbursements for Legal Ads	Actual, reasonable and customary charges
Reimbursements for Mailing Required for Land Development Projects (certified or regular)	Actual, reasonable and customary charges
Reimbursements for Transportation Study	Actual, reasonable and customary charges
Reimbursements for Land Surveying Services	Actual, reasonable and customary charges
Special Event Permit (For events under two weeks in duration that are open and advertised to the public, which could limit the normal use and access to an area by the general public, have an impact on the City rights-of-way or affect public safety - Includes special event signs; Per ULDC 53-265)	Actual, reasonable and customary charges
Temporary Use Permit (For a use that is temporary in nature or an event lasting longer than two weeks; includes construction trailers, temporary parking lot for model homes, storage pods for an additional 21 days, Christmas tree sales - longer than two weeks in duration; Per ULDC 53-265)	\$120
Zoning/Comp Plan Determination Letter	\$350

B. PLANNING AND ZONING FEES

Zoning Verification Letter	\$100
Street Name Change	\$500
Relocation of Easements	\$100 for City review plus actual survey services cost
Bond/Letter of Credit (LOC) Review and Monitoring Fee	\$500

APPENDIX A CITY FEE STRUCTURE

C. DEVELOPMENT REVIEW FEES

Annexation (1 to 10 acres)	\$1,200
Annexation (Over 10 acres to 50 acres)	\$1,600
Annexation (Over 50 acres) plus \$20 for every acre over 100	\$2,500
Annexation Re-Submittal	\$675
Comprehensive Plan Amendment- Small Scale	\$2,285
Comprehensive Plan Amendment- Large Scale	\$3,800 + \$11/acre
DRI	\$15,600 + \$22/acre
DRI Re-Submittal	\$1,000
NOPC (Notice of Proposed Change) major change	\$15,100 + \$22/acre
NOPC minor change	\$2,800
Pre-Applications	\$300
Rezoning	\$2,280
Rezoning (PCD)	\$2,900
Text Amendment (Citizen initiated)	\$2,500 + legal ads
Village District Pattern Book (1 to 1,000 acres)	\$2,400
Village District Pattern Book (over 1,000 acres to 5,000 acres)	\$4,800
Village District Pattern Book (over 5,000 acres)	\$9,600
Village District Pattern Book Amendment	\$4,800
Village District Index Map (1 to 1,000 acres)	\$2,400
Village District Index Map (over 1,000 acres to 5,000 acres)	\$4,800
Village District Index Map (over 5,000 acres)	\$9,600
Village District Index Map Amendment	\$4,800
Village District Pattern Plan	\$4,450 + \$11/acre
Village District Pattern Plan Amendment	\$2,050 + \$11/acre
Village District Pattern Plan Combined	\$6,000 + \$33/acre
VDPP Preliminary (Pre-Application)	\$1,800 + \$11/acre
VDPP Preliminary review of amendment	\$1,500 + \$11/acre
Development Master Plan	\$3,960 + \$11/acre

C. DEVELOPMENT REVIEW FEES

Development Master Plan Amendment	\$2,000
Development Master Plan Revision (SDR Only)	\$500
Extension of Development Master Plan	\$100
Major Site & Development :	
Major Site & Development (2 acres or less)	\$4,825
Major Site & Development (over 2 acres and up to 15 acres)	\$6,835
Major Site & Development (over 15 acres)	\$9,355
Subdivision Construction Plans:	
Subdivision Construction Plans (10 acres and under)	\$5,660
Subdivision Construction Plans (over 10 acres and under 30 acres)	\$7,700
Subdivision Construction Plans (30 acres and over)	\$10,140
Infrastructure	\$800
Final Plat/ Re-Platting:	
Final Plat/ Re-Platting (10 acres and under)	\$1,975 + \$11/lot
Final Plat/ Re-Platting (over 10 acres and under 30 acres)	\$2,475 + \$11/lot
Final Plat/ Re-Platting (over 30 acres)	\$2,975 + \$11/lot
Vacation of Plat :	
Vacation of Plat (4 acres and under)	\$825
Vacation of Plat (over 5 acres and under 50 acres)	\$1,125
Vacation of Plat (50 acres and over)	\$1,425
Special Exception (formerly known as Conditional Use Permit)	\$2,500 + \$11/acre
Street Vacation	\$825
Variance (Commercial)	\$975
Variance (Residential)	\$575
Variance (Landscape)	\$750
Variance (Subdivision)	\$900
Re-Submittal to Non Approved Plan Set	\$600
Revision to Approved Plan Set	\$650
Extension of Development Order	\$100
Extension of a Special Exception	\$500
Vested Rights Determination	\$350
Density Transfers	\$500

APPENDIX A CITY FEE STRUCTURE

D. BUILDING FEES

NEW CONSTRUCTION:

Residential, Commercial, and Addition: Building Applications

Non Refundable Plan Review Fee due with Application	\$0.10 per sq. ft. under roof
Base Permit Fee - Valuation shall be based on the Florida Building Code Chapter 1	
Valuation \$0.00 to \$4,000.00	\$20.00 min on first \$4,000.00
Valuation \$4,001.00 and above	\$0.004 per dollar over \$4,000.00

Base Permit Fee may include all typical inspections for a Permit Type.

Additional Structural Fees

Additional Structural Inspections as determined by the Plan Examiner	\$20.00 each based on review
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Additional Electrical Fees

Additional Electrical Inspections as determined by the Plan Examiner	\$20.00 each based on review
Additional Charge per Amp	\$0.40 per amp per permit
Temporary Power Pole or New Service	\$40.00 each per permit

Additional Plumbing & Gas Fees

Additional Plumbing Inspections as determined by the Plan Examiner	\$20.00 each based on review
Additional charge per toilet	\$20.00 each per permit
Water Service Inspection (well or central)	\$20.00 each per permit
Sewer Service Inspection (septic or central)	\$20.00 each per permit
Additional Gas Inspections as determined by the Plan Examiner	\$20.00 each based on review

Additional Mechanical Fees

Additional Mechanical Inspections as determined by the Plan Examiner	\$20.00 each per permit
Additional Charge per square foot of conditioned space	\$0.04 per sq.ft. per permit

ALL OTHER APPLICATION TYPES:

Miscellaneous, Alteration, Repair, and Over the Counter / Fax Building Applications

Administrative / Plan Review Fee due at Issuance of Permit	\$20.00 per Application
Base Permit Fee - Valuation shall be based on the Florida Building Code Chapter 1	
Valuation \$0.00 to \$4,000.00	\$20.00 min on first \$4,000.00
Valuation \$4,001.00 and above	\$0.004 per dollar over \$4,000.00

Required Inspections for Permit Type may be added to Base Permit Fee based on Application Type

Additional Structural Fees

Additional Structural Inspections as determined by the Plan Examiner	\$20.00 each based on review
--	------------------------------

Additional Electrical Fees

D. BUILDING FEES

Additional Electrical Inspections as determined by the Plan Examiner	\$20.00 each based on review
Additional Charge per Amp	\$0.40 per amp per permit
Temporary Power Pole or New Service	\$40.00 each per permit

Additional Plumbing & Gas Fees

Additional Plumbing Inspections as determined by the Plan Examiner	\$20.00 each based on review
Additional charge per toilet	\$20.00 each per permit
Water Service Inspection (well or central)	\$20.00 each per permit
Sewer Service Inspection (septic or central)	\$20.00 each per permit
Additional Gas Inspections as determined by the Plan Examiner	\$20.00 each based on review

Additional Mechanical Fees

Additional Mechanical Inspections as determined by the Plan Examiner	\$20.00 each per permit
Additional Charge per square foot of conditioned space	\$0.04 per sf per permit

Miscellaneous Fees

Plan Revision	\$50.00 each
Replacement of Building Permit Documents	\$25.00 base fee + copy fees
Building Permit Records Search	\$25.00 base fee + copy fees
Stop Work Order (release to continue construction)	\$100.00 each
Letter of Determination from Building Official	\$100.00 each
Unsafe Building Administrative Fee	\$250.00 each
Construction without a Permit	2X Total Permit Fee
Standard Inspection (Struc, Elec, Plbg, Gas, or Mech)	\$20.00 each
1st Re-Inspection (Struc, Elec, Plbg, Gas, or Mech)	\$37.50
2nd Re-Inspection (Struc, Elec, Plbg, Gas, or Mech)	\$75.00
3rd Re-Inspection (Struc, Elec, Plbg, Gas, or Mech)	\$150.00
4th Re-Inspection (Struc, Elec, Plbg, Gas, or Mech)	\$300.00
5th Re-Inspection (Struc, Elec, Plbg, Gas, or Mech)	\$600.00
Reactivation of a Permit (1st)	\$75.00
Reactivation of a Permit (2nd and 3rd reactivation)	\$125.00
Application or Permit Transfer	\$100.00 each
New Residential Certificate of Occupancy	\$50.00 each living unit
New Commercial Certificate of Occupancy	\$100.00 each living unit
Certificate of Completion	\$100.00 each
Change of Occupancy or Reissued Change of Occupancy (plan review)	\$40.00 each
Change of Occupancy or Reissued Change of Occupancy (per inspection)	\$40.00 each
Temporary Certificate of Occupancy will be issued by the Building Official in 30 Day Increments	
1st 30 days - Temporary Certificate of Occupancy	\$200
2nd 30 days - Temporary Certificate of Occupancy	\$400
3rd 30 days - Temporary Certificate of Occupancy	\$600
Each additional 30 days - Temporary Certificate of Occupancy	\$900
Affidavit of Completion	\$40.00 each

D. BUILDING FEES

Education Surcharge	1.5% of permit & review
Convenience Fee	\$5.00 per permit
Building Code Administrators and Inspectors (BCAIB) Fee	1.5% of permit fee or \$2.00, whichever is greater
Department of Business and Professional Regulation (DBPR) Fee	1.0% of permit fee or \$2.00, whichever is greater

Refunds

No refund on any fee =< \$100.00.

All Refunds will be @ 50% or less of the amount greater than \$100.00 or as determined by the Building Official or his designee.

No refund will be paid on any Department of Business and Professional Regulation (DPBR) Surcharge.

No refund will be paid on any Building Code Administrators and Inspectors (BCAIB) Surcharge.

D. BUILDING FEES

BUILDING GENERAL FUND

NEW CONSTRUCTION:

Residential, Commercial, and Addition: Building Applications

Non Refundable Plan Review Fee due at issuance of Permit - Valuation shall be based on the Florida Code Chapter 1

Valuation \$0.00 to \$2,000.00	\$20.00 min on first \$2,000
Valuation \$2,001.00 and above	\$0.0005 per dollar over \$2,000

ALL OTHER APPLICATION TYPES REVIEWED BY ZONING

Miscellaneous, Alteration, Repair, and Over the Counter / Fax Building Applications

Non Refundable Plan Review Fee due at Issuance of Permit - Valuation shall be based on the Florida Building Code Chapter 1

Valuation \$0.00 to \$2,000.00	\$20.00 min on first \$2,000
Valuation \$2,001.00 and above	\$0.0005 per dollar over \$2,000

Miscellaneous Fees

New Assigned Address	\$10.00 each
Replacement of Zoning Permit Documents	\$25.00 base fee + copy fees
Zoning Permit Records Search	\$25.00 base fee + copy fees
Land Clearing before house application (includes Arborist Inspection)	\$160.00 each
Fictitious Address Administration Fee	\$10.00 each
As-Built Survey Administration Fee	\$20.00 each
Elevation Certificate Administration Fee	\$20.00 each
Occupation of Easement Administration Fee	\$40.00 each
Plan Revision	\$50.00 each
Standard Inspection (Zoning/Arborist)	\$40.00 each
1 st Re-Inspection (Zoning/Arborist)	\$75.00
2 nd Re-Inspection (Zoning/Arborist)	\$75.00
3 rd Re-Inspection (Zoning/Arborist)	\$150.00
4 th Re-Inspection (Zoning/Arborist)	\$300.00
5 th Re-Inspection (Zoning/Arborist)	\$600.00

Permit

Land Clearing	\$50.00
Right-of-Way Use Permit	\$50.00
Site Plan Revision	\$25.00
Occupation of Easement Application	\$25.00

D. BUILDING FEES

Refunds

No refund on any fee =< \$100.00.

All Refunds will be @ 50% or less of the amount greater than \$100.00 or as determined by the Building Official or his designee.

No refund will be paid on any Department of Business and Professional Regulation (DPBR) Surcharge.

No refund will be paid on any Building Code Administrators and Inspectors (BCAIB) Surcharge.

PROPERTY STANDARDS:

Lien Reduction/Relief Program Application	\$150.00
Mowing	Current vendor rate
Administrative Fee	\$100.00
Trees	
Contractor Fee	Varies
Administrative Fee	\$100.00
Debris	
Solid Waste or Road and Drainage Special pick-up	Actual cost of abatement or \$100, whichever is greater
Irrigation	
1 st Offense	Warning
2 nd Offense	\$100.00
3 rd Offense	\$200.00
4 th Offense	\$300.00
5 th Offense	\$400.00
6 th Offense	\$500.00
Each occurrence thereafter ...	\$500.00
Lien Research	\$25.00

D. BUILDING FEES**BUSINESS TAX (formerly occupational license tax):****Amusements**

Amusement parks	\$100.00
Amusement parlors	\$100.00
Bathing, swimming pools (when admission charges are made)	\$30.00
Billiard, pool, bowling, ten-pin alley, machines, etc. (when not in billiard or pool halls or parlors) each	\$30.00
Billiards or pool halls or parlors, including coin-operated tables	\$100.00
Bowling alleys	\$100.00
Carnivals	\$100.00
Circuses	\$100.00
Courts for handball, racquetball, tennis, shuffleboard, etc.	\$100.00
Distributor, owner and/or leaser of amusement devices and/or machines engaged in the business of placing amusement devices, music machines, etc. for a consideration and/or a share of the money collected by a coin-operated machine or otherwise in the place of business, other than the owner or operator of such machine	\$100.00
Golf course (18 holes or more)	\$100.00
Golf course, miniature	\$100.00
Golf course (9 holes)	\$100.00
Golf, tennis, racquetball instruction pro	\$50.00
Golf, tennis, racquetball pro shop	\$50.00
Motion-picture theater	\$100.00
Pyrotechnics (display of fire works); must have Fire Dept. approval	\$100.00
Ranges for skeet, pistol, golf, target, archery, driving, etc.	\$100.00
Rinks, indoor or outdoor, for skating, bicycles, motorbikes, etc.	\$100.00
Show band, entertainment, etc.	\$100.00
Traveling shows, with or without ferris wheels or merry-go-rounds, using any device or machine for amusement or for seeing an exhibition of animals, human beings, reptiles, etc.	\$100.00
Every amusement business or occupation not otherwise specifically designated	\$100.00
Contractors	
Contractors maintaining a permanent business location or branch office within the City will be charged a Business Tax.	\$50
Living Accommodations	
1 to 10 rooms	\$30.00
Each additional room	\$1.00

D. BUILDING FEES

Manufacturing

1 to 5 employees	\$30.00
6 to 15 employees	\$50.00
Over 15 employees	\$100.00

Merchants and Dealers

Arms (must have Police Department approval)	\$50.00
Bottled gas dealer	\$50.00
Explosives (must have Fire Department approval)	\$50.00
Filling station	\$50.00
Fireworks (must have Fire Department approval)	\$200.00
Garage	\$50.00
Ice or bottled water distributors	\$50.00

Merchant

1. Any person who sells, leases, distributes and/or services, for a consideration, goods or merchandise or the finished products or ingredients thereof to another for resale or for consumption or use shall, for the purpose of this chapter, be classified as a "merchant".

2. Merchant with fixed place of business within the city:

- A. For any person occupying up to 1,000 square feet - \$50
- B. Additional space over 1,000 square feet - \$0.04 per square foot
- C. Any person conducting such business by use or from a vehicle - \$50

3. If a portion of said business is conducted in an enclosure, for example, a garden center, automobile sales, drive-in food stand restaurant, etc., the space outside the enclosure will be computed at the rate of 4 square feet and will equal 1 square foot of space within the enclosure for the purpose of computing the total square footage of space occupied or used.

4. For the purpose of computing the square footage in the enclosed portion of a business classified as "merchant" the entire space used for the display of goods and merchandise, office storage, sales and/or checkout, preparation, receipt or dispatch of goods, assembly, growing and/or otherwise handling the goods and merchandise, collection of price thereof, washrooms, dressing rooms and/or any and all other space within the enclosure used in the operation of the business shall be included.

Milk distributors	\$50.00
Peddler of fruits, vegetables and farm produce, by the growers thereof only	no fee
Petroleum products dealers	\$50.00
Printing and publishing establishment	\$50.00
Restaurant	\$50.00
Secondhand dealer	\$50.00
Solicitor	\$50.00
Vehicle dealer	\$50.00

D. BUILDING FEES**Professional**

Accountant or auditor	\$50.00
Architect	\$50.00
Attorney	\$50.00
Chiropracist	\$50.00
Chiropractor	\$50.00
Dental hygienist	\$50.00
Dentist	\$50.00
Engineer	\$50.00
Masseur	\$50.00
Naturopath	\$50.00
Optometrist	\$50.00
Osteopath	\$50.00
Physician or surgeon	\$50.00
Podiatrist	\$50.00
Surveyor	\$50.00
Veterinarian	\$50.00
Any person licensed by the state under Florida Basic Science Law for practice of the healing arts	\$50.00
Every profession not specifically designated	\$50.00

Service Establishments

Abstract and title company	\$100.00
Addressing, mailing or duplicating company	\$50.00
Administrative office	\$50.00
Advertising trade inducement company	\$100.00
Ambulance service	\$25.00
Armored car service	\$50.00
Artist, commercial	\$50.00
Auctioneer	\$50.00
Auto painting	\$50.00
Barbershop	\$50.00
Baths, Turkish or mineral	\$50.00
Bookkeeping service	\$50.00
Broker or agent, mercantile	\$50.00
Broker or agent, mortgages and loans	\$50.00
Check-cashing service or agency	\$50.00
Cleaner and dryer	\$50.00
Cold storage	\$50.00

D. BUILDING FEES

Collection agency – credit bureaus	\$50.00
Dance hall or ballroom	\$50.00
Delivery or messenger service	\$50.00
Detective agency	\$100.00
Dressmaking	\$10.00
Employment agency or agent	\$50.00
Express company	\$100.00
Exterminator	\$50.00
Fender and body shop	\$50.00
Financial institutions	\$175.00
For-hire cars (see "taxi")	
Funeral home (not permitting embalming)	\$100.00
Funeral home (permitting embalming)	\$150.00
Garbage and trash collections	\$50.00
Hauling (see "transfer company")	
Hospital-sanitarium	\$100.00
Insurance agency	\$100.00
Insurance adjuster	\$50.00
Insurance company	\$100.00
Investment counselor	\$50.00
Investment and securities dealer	\$150.00
Laboratory	\$50.00
Laundry	\$50.00
Linen supply service	\$50.00
Loan agency	\$100.00
Patrol agency	\$100.00
Pawnbroker	\$100.00
Photographer or photo finisher	\$50.00
Private school	\$50.00
Public stenographer, court reporter	\$30.00
Radio broadcasting station	\$100.00
Real estate broker	\$50.00
Rental agency	\$50.00
Rental cars	\$100.00
Repair shop, machine shop	\$50.00
Riding academy	\$50.00
Shoe repair	\$50.00
Sign writer	\$50.00

D. BUILDING FEES

Small loan company	\$100.00
Storage warehouse	
Not exceeding 5,000 sq ft.	\$50.00
Over 5,000 sq ft.	\$100.00
Tailor	\$30.00
Taxidermist	\$30.00
Taxi (each vehicle)	\$30.00
Telegraph company	\$100.00
Telephone company (non-franchised)	\$200.00
Ticket office (selling tickets for transportation of persons or freight)	\$20.00
Transfer company, general hauling	\$50.00
Travel bureau	\$50.00
Tree surgeon	\$50.00
Valet shop	\$50.00
Water company	\$150.00
Water house or commercial cleaning service	\$50.00
General service establishments, each person engaged in any other business not specifically listed herein as owner, agent or otherwise, whereby services are performed for the public in return for a consideration and where not part of such business consists of sale of merchandise or other tangible property	\$50.00

APPENDIX A CITY FEE STRUCTURE

E. FIRE RESCUE FEES

Fire Plans & Specialty Reviews

Building Construction

First 1,000 square feet \$50 / 1,000 sq ft

For every additional 500 square feet, or portion thereof \$10 / 500 sq ft

Fire Sprinkler System -- 13 & 13R \$125 (up to 3 flrs or 15,000 sq ft. max)*

Fire Pump & Standpipe \$50

Fire Sprinkler System --13D & Small Remodel (<7 heads) \$50 (< 7 heads)

Fire Main -- Underground \$75

Fire Alarm \$75 (up to 3 flrs or 15,000 sq ft. max)*

Suppression (hood/room) \$75

Miscellaneous Reviews - Gates / Access \$50

LPG/Fuel Tanks/Hazardous Storage Tanks \$25

Fireworks Display -- Review & Permit \$50

Re-review of Previously Denied Plans -- ½ of the Original Fee Greater of \$75 or ½ of the original fee

* = up to and including three floors or 15,000 square feet on one floor, then \$25 additional per floor or 3,000 square feet.

Fire Inspections

Fire Sprinkler Systems -- One Pressure Test and One Final \$125 (up to 3 flrs or 15,000 sq ft. max)*

Fire Sprinkler Systems -- 13D and Small Remodel (<7 heads) \$50 (< 7 heads)

Fire Standpipe/Fire Pump \$125

Fire Main Underground -- Joint Inspection \$125

Fire Main Underground -- Pressure Test & Full Bore Flush \$125

Fire Alarm Acceptance Test \$125 (up to 3 flrs or 15,000 sq ft. max)*

Fire Alarm Acceptance Test - Small Remodel (<7 Devices) \$50 (<7 devices)

Fire Alarm Acceptance Test - Panel Replacement \$50

Above Ceiling/ Fire Penetrations/ Fire Walls/ Fire Doors \$50

Hood Suppression System \$50 each

Other Suppression System \$75 each

LPG/Fuel/Hazardous Storage Tanks \$50 each

CITY OF NORTH PORT IMPACT FEE SCHEDULE

LAND USE TYPE	UNIT									Total
		FIRE RESCUE	LAW	GENERAL GOV'T	TRANSPORTATION	SOLID WASTE	PARKS	1.5% Admin Fee		
RESIDENTIAL										
SINGLE FAMILY DETACHED	PER DWELLING UNIT	\$ 206.55	\$ 194.50	\$ 143.65	\$ 1,928.23	\$ 146.50	\$ 558.68	\$ 47.72	\$ 3,229.03	
MULTI FAMILY	PER DWELLING UNIT	\$ 121.55	\$ 114.50	\$ 84.50	\$ 1,309.00	\$ 88.50	\$ 329.38	\$ 30.71	\$ 2,079.14	
MOBILE HOME / RV PARK	PER SITE	\$ 101.58	\$ 95.50	\$ 70.53	\$ 669.98	\$ 73.50	\$ 273.70	\$ 19.72	\$ 1,354.51	
ADULT COMM. LIVING FACILITY	PER DWELLING UNIT				\$ 280.50			\$ 4.21	\$ 284.71	
RETIREMENT COMMUNITY	PER DWELLING UNIT	\$ 101.58	\$ 95.50	\$ 70.53	\$ 669.98	\$ 73.50		\$ 15.62	\$ 1,056.71	
TRANSIENT / ASSISTED, GROUP										
MOTEL / HOTEL	PER ROOM	\$ 119.43	\$ 112.00	\$ 82.88	\$ 791.35	\$ 29.00		\$ 17.02	\$ 1,551.68	
NURSING HOME	PER BED	\$ 80.33	\$ 75.50	\$ 55.80				\$ 3.18	\$ 214.91	
NURSING HOME	PER 1000 SQ. FT.				\$ 460.28	\$ 42.00		\$ 7.53	\$ 509.81	
ASSISTED LIVING FACILITY	PER DWELLING UNIT	\$ 101.58	\$ 95.50	\$ 70.53		\$ 42.00		\$ 4.64	\$ 314.25	
RECREATIONAL										
BARNA	PER BERTH	\$ 22.53	\$ 21.00	\$ 15.60	\$ 708.46	\$ 107.50		\$ 13.13	\$ 886.74	
GOLF COURSE	PER ACRE	\$ 17.85	\$ 16.50	\$ 12.35	\$ 1,203.60	\$ 107.50		\$ 20.37	\$ 1,376.17	
MOVIE THEATER W/MATINEE	PER 1000 SQ. FT.	\$ 198.48	\$ 186.50	\$ 137.80	\$ 2,383.25	\$ 165.00		\$ 45.52	\$ 3,066.35	
RECREATIONAL / COMMUNITY CENTER	PER 1000 SQ. FT.	\$ 167.45	\$ 157.50	\$ 116.35	\$ 3,685.18	\$ 95.00		\$ 63.92	\$ 4,284.80	
INSTITUTIONS										
ELEMENTARY SCHOOL (K-6)	PER 1000 SQ. FT.	\$ 74.38	\$ 70.00	\$ 51.68	\$ 1,960.53	\$ 149.50		\$ 34.59	\$ 2,340.68	
HIGH SCHOOL (9-12)	PER 1000 SQ. FT.	\$ 66.30	\$ 62.00	\$ 45.83	\$ 2,079.10	\$ 149.50		\$ 36.04	\$ 2,338.77	
UNIVERSITY/JUNIOR COLLEGE < 7,500 STUDENTS	PER STUDENT	\$ 11.80	\$ 11.00	\$ 8.13	\$ 505.33	\$ 149.50		\$ 10.29	\$ 696.15	
UNIVERSITY/JUNIOR COLLEGE > 7,500 STUDENTS	PER STUDENT	\$ 8.08	\$ 8.00	\$ 5.85	\$ 394.63	\$ 149.50		\$ 8.34	\$ 564.40	
CHURCH/SYNAGOGUE	PER 1000 SQ. FT.	\$ 67.15	\$ 63.50	\$ 46.80	\$ 1,228.68	\$ 20.00		\$ 21.39	\$ 1,447.52	
DAY CARE	PER 1000 SQ. FT.	\$ 104.98	\$ 99.00	\$ 73.13	\$ 1,472.65	\$ 109.50		\$ 68.59	\$ 4,627.65	
HOSPITAL	PER 1000 SQ. FT.	\$ 182.75	\$ 172.00	\$ 127.08	\$ 3,324.78	\$ 42.50		\$ 57.74	\$ 3,906.85	
OFFICE AND FINANCIAL										
OFFICE, GENERAL 50,000 SF OR LESS	PER 1000 SQ. FT.	\$ 167.45	\$ 157.50	\$ 116.35	\$ 2,955.09	\$ 49.00		\$ 51.68	\$ 3,497.01	
OFFICE, GENERAL 50,001-100,000 SF	PER 1000 SQ. FT.	\$ 142.80	\$ 134.50	\$ 99.13	\$ 2,488.38	\$ 49.00		\$ 43.71	\$ 2,957.52	
OFFICE, GENERAL 100,001-200,000 SF	PER 1000 SQ. FT.	\$ 121.55	\$ 114.50	\$ 84.50	\$ 2,093.55	\$ 49.00		\$ 36.95	\$ 2,500.05	
OFFICE, GENERAL 200,001-400,000 SF	PER 1000 SQ. FT.	\$ 103.70	\$ 97.50	\$ 72.15	\$ 1,765.23	\$ 49.00		\$ 31.32	\$ 2,119.55	
OFFICE, GENERAL > 400,000 SF	PER 1000 SQ. FT.	\$ 94.35	\$ 89.00	\$ 65.65	\$ 1,588.28	\$ 49.00		\$ 28.29	\$ 1,914.52	
MEDICAL OFFICE 1 - 10,000 SF	PER 1000 SQ. FT.	\$ 134.73	\$ 126.50	\$ 93.60	\$ 4,807.60	\$ 58.00		\$ 78.31	\$ 5,298.74	
MEDICAL OFFICE > 10,000 SF	PER 1000 SQ. FT.	\$ 203.15	\$ 191.00	\$ 141.05	\$ 7,845.70	\$ 58.00		\$ 119.08	\$ 9,057.98	
BUSINESS PARK (FLEX SPACE)	PER 1000 SQ. FT.	\$ 116.89	\$ 11.00	\$ 81.25	\$ 2,479.45	\$ 49.00		\$ 41.06	\$ 2,776.84	
RETAIL (GROSS SQUARE FEET)										
BUILDING MATERIAL LUMBER	PER 1000 SQ. FT.	\$ 142.80	\$ 134.50	\$ 99.13	\$ 8,558.65	\$ 33.50		\$ 134.53	\$ 9,106.11	
HAIRWARE / PAINT	PER 1000 SQ. FT.	\$ 135.58	\$ 127.50	\$ 94.25	\$ 1,744.20	\$ 145.00		\$ 93.71	\$ 2,280.74	
SHOPPING CENTER 50,000 SFGA OR LESS	PER 1000 SFGA	\$ 288.00	\$ 272.00	\$ 200.85	\$ 3,290.85	\$ 104.50		\$ 61.45	\$ 4,158.15	
SHOPPING CENTER > 50,000 SFGA	PER 1000 SFGA	\$ 252.45	\$ 237.50	\$ 175.50	\$ 2,919.33	\$ 104.00		\$ 55.33	\$ 3,744.11	
NEW / USED AUTO SALES	PER 1000 SQ. FT.	\$ 182.75	\$ 172.00	\$ 127.08	\$ 4,416.60	\$ 75.00		\$ 74.60	\$ 5,046.09	
TIRE STORE	PER 1000 SQ. FT.	\$ 116.88	\$ 110.00	\$ 81.25	\$ 2,892.98	\$ 131.50		\$ 42.34	\$ 2,864.95	
SUPERMART	PER 1000 SQ. FT.	\$ 241.83	\$ 227.50	\$ 168.03	\$ 4,483.73	\$ 318.50		\$ 81.13	\$ 5,480.72	
CONVENIENCE STORE W/GAS PUMPS	PER 1000 SQ. FT.	\$ 208.09	\$ 197.50	\$ 145.99	\$ 4,688.08	\$ 12,891.30		\$ 219.31	\$ 14,839.77	
HOME IMPROVEMENT SUPERSTORE	PER 1000 SQ. FT.	\$ 209.95	\$ 167.50	\$ 145.99	\$ 2,942.18	\$ 33.50		\$ 43.94	\$ 2,975.00	
PHARMAC / DRUG STORE	PER 1000 SQ. FT.	\$ 227.80	\$ 214.50	\$ 158.28	\$ 2,212.13	\$ 145.50		\$ 44.37	\$ 3,002.58	
FURNITURE STORE	PER 1000 SQ. FT.	\$ 27.20	\$ 25.50	\$ 18.88	\$ 667.25	\$ 145.50		\$ 13.26	\$ 897.56	
BANK / SAVINGS DRIVE-IN	PER 1000 SQ. FT.	\$ 269.03	\$ 253.00	\$ 186.88	\$ 6,924.93	\$ 64.00		\$ 115.47	\$ 7,813.33	
ST DOWN RESTAURANT	PER 1000 SQ. FT.	\$ 804.15	\$ 757.50	\$ 559.33	\$ 8,992.15	\$ 498.00		\$ 174.17	\$ 11,785.50	
HIGH TURNOVER RESTAURANT	PER 1000 SQ. FT.	\$ 863.70	\$ 785.00	\$ 579.89	\$ 11,648.83	\$ 780.00		\$ 215.19	\$ 14,561.52	
FAST FOOD RESTAURANT W/DRIVE-THRU	PER 1000 SQ. FT.	\$ 1,063.35	\$ 1,000.50	\$ 739.05	\$ 24,411.15	\$ 498.00		\$ 419.91	\$ 28,413.96	
CLUB LUBE	PER PAYS	\$ 136.85	\$ 129.00	\$ 95.23	\$ 4,324.80	\$ 59.50		\$ 71.18	\$ 4,816.56	
AUTO REPAIR SHOP	PER 1000 SQ. FT.	\$ 186.58	\$ 175.50	\$ 129.68	\$ 5,541.95	\$ 131.50		\$ 62.48	\$ 4,727.89	
GASOLINE / SERVICE STATION / CONVENIENCE MART	PER FUEL POSITION	\$ 20.85	\$ 216.50	\$ 159.90	\$ 2,780.78	\$ 415.50		\$ 57.05	\$ 3,660.08	
SELF-SERVICE CAR WASH	PER SERVICE BAY	\$ 129.35	\$ 96.50	\$ 71.50	\$ 625.18	\$ 69.50		\$ 14.48	\$ 980.01	
CONVENIENCE / GASOLINE / FAST FOOD STORE	PER 1000 SQ. FT.	\$ 844.05	\$ 794.00	\$ 586.63	\$ 33,817.25	\$ 415.50		\$ 546.56	\$ 37,004.29	
INDUSTRIAL										
GENERAL LIGHT INDUSTRY / INDUSTRIAL PARK	PER 1000 SQ. FT.	\$ 81.60	\$ 76.50	\$ 56.55	\$ 1,243.13	\$ 89.50		\$ 23.21	\$ 1,570.49	
GENERAL HEAVY INDUSTRIAL	PER 1000 SQ. FT.	\$ 57.80	\$ 54.50	\$ 40.30	\$ 1,483.33	\$ 29.00		\$ 4.95	\$ 334.88	
MANUFACTURING	PER 1000 SQ. FT.	\$ 59.08	\$ 55.50	\$ 40.95	\$ 610.73	\$ 89.50		\$ 12.64	\$ 686.60	
WAREHOUSE	PER 1000 SQ. FT.	\$ 33.15	\$ 31.00	\$ 23.08	\$ 606.05	\$ 101.50		\$ 11.92	\$ 806.70	
MINI-WAREHOUSE	PER 1000 SQ. FT.	\$ 8.08	\$ 8.00	\$ 5.85	\$ 265.20	\$ 35.50		\$ 4.84	\$ 327.47	

Utility CO Fee	Solid Waste Initiation Fee	Privatized Solid Waste Fee
\$ 30.00	\$ 100.00	TBD @ CO
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SARASOTA COUNTY
IMPACT FEE SCHEDULE

Prepared By Building Division

CATEGORY	LAND USE TYPE	UNIT	COUNTY LIBRARY IMPACT FEE + 1.25% CNTY SC	1% SCTO CITY FOR LIBRARY IMPACT FEE CNTY SC	COUNTY JUDICIAL IMPACT FEE + 1.25% CNTY SC	1% SCTO CITY FOR JUDICIAL IMPACT FEE CNTY SC	COUNTY GOVERNMENT IMPACT FEE + 1.25% CNTY SC	1% SCTO CITY FOR GOVERNMENT IMPACT FEE	COUNTY TRANS IMPACT FEE CNTY SC	1% SCTO CITY FOR TRANS IMPACT FEE	COUNTY EDUCATION IMPACT FEE	1% SCTO CITY FOR EDUCATION IMPACT FEE	IMPACT FEE TOTAL DUE AT CO OR CC
RESIDENTIAL	< 500 SQFT LIVING AREA	1							0.00	0.00			0.00
RESIDENTIAL	500 - 749 SQFT LIVING AREA	1							0.00	0.00			0.00
RESIDENTIAL	750 - 999 SQFT LIVING AREA	1							0.00	0.00			0.00
RESIDENTIAL	1,000 - 1,249 SQFT LIVING AREA	1							0.00	0.00			0.00
RESIDENTIAL	1,250 - 1,499 SQFT LIVING AREA	1							136.61	1.29			131.90
RESIDENTIAL	1,500 - 1,999 SQFT LIVING AREA	1							339.19	3.35			342.54
RESIDENTIAL	2,000 - 2,999 SQFT LIVING AREA	1							643.95	6.36			650.31
RESIDENTIAL	3,000 - 3,999 SQFT LIVING AREA	1							982.51	9.21			941.72
RESIDENTIAL	> 4,000 SQFT LIVING AREA	1							1149.19	11.35			1160.54

RESIDENTIAL	LESS THAN 1,250 SQ. FT. / DWELLING UNIT	1	617.63	6.10	913.28	9.02	146.80	1.44	0.00	0.00	2032.00	20.32	3745.58
RESIDENTIAL	1,250 - 1,999 SQ. FT. / DWELLING UNIT	1	634.84	6.27	937.58	9.26	146.84	1.47			2032.00	20.32	3790.57
RESIDENTIAL	2,000 - 2,499 SQ. FT. / DWELLING UNIT	1	661.54	6.83	1021.61	10.09	153.01	1.51			2032.00	20.32	3947.01
RESIDENTIAL	2,500 - 2,999 SQ. FT. / DWELLING UNIT	1	727.99	7.19	1076.29	10.63	171.11	1.69			2032.00	20.32	4047.22
RESIDENTIAL	> 3,000 SQ. FT. / DWELLING UNIT	1	782.66	7.73	1154.28	11.42	184.28	1.82			2032.00	20.32	4196.50
RESIDENTIAL	MULTI-FAMILY LESS THAN 750 SQ. FT. / DWELLING	1	452.59	6.61	669.26	1.05	106.31	1.05			561.00	5.61	1283.48
RESIDENTIAL	MULTI-FAMILY 750-999 SQ. FT. / DWELLING	1	501.19	7.31	740.14	1.16	117.45	1.16			188.00	1.88	1558.29
RESIDENTIAL	MULTI-FAMILY 1,000-1,249 SQ. FT. / DWELLING	1	543.71	7.94	803.93	1.26	127.58	1.26			0.00	0.00	1485.67
RESIDENTIAL	MULTI-FAMILY < 1,250 SQ. FT. / DWELLING	1	560.93	8.18	828.23	1.30	131.63	1.30			0.01	0.00	1531.57
RESIDENTIAL	MOBILE HOME/RV PARK/SPACE	/ SPACE	417.90	4.72	706.73	6.98	106.31	1.05	254.14	2.51	188.00	1.88	1750.22
COMM/LDGING	HOTEL / MOTEL	/ RM			661.16	6.53	105.30	1.04	0.00	0.00			774.03
COM / RETAIL	BLDG. MATS. HARDW / NUSS	/ 1K SF			1335.49	13.19	212.63	2.10	836.33	8.25			2407.99
COM / RETAIL	SHOPPING CENTER / GENERAL RETAIL	/ 1K SF			1335.49	13.19	212.63	2.10	715.84	7.07			2286.31
COM / RETAIL	AUTO SALES / REPAIR	/ 1K SF			1335.49	13.19	212.63	1.20	389.19	3.85			1905.04
COM / RETAIL	CONVENIENCE MARKET W/ GAS	/ 1K SF			1335.49	13.19	212.63	1.20					1562.50
COM / RETAIL	FURNITURE STORE	/ 1K SF			1335.49	13.19	212.63	1.20	99.15	0.92			1656.57
COM / RETAIL	BANK / DRIVE THRU	/ 1K SF			1335.49	13.19	212.63	1.20	770.51	7.61			2340.63
COM / RETAIL	RESTAURANT, SIT-DOWN	/ 1K SF			1335.49	13.19	212.63	1.20	115.43	1.14			1679.07
COM / RETAIL	RESTAURANT, FAST FOOD	/ 1K SF			1335.49	13.19	212.63	1.20	253.13	2.50			1818.13
COM / RETAIL	SERVICE STATION	/ 1K SF			1335.49	13.19	212.63	1.20					1562.50
COM / OFFICE	OFFICE, GENERAL OR MEDICAL	/ 1K SF			765.45	7.56	121.50	2.10	420.19	4.15			1320.95
COM / MEDICAL	HOSPITAL	/ 1K SF			765.45	7.56	121.50	2.10	807.50	6.00			1510.11
COM / MEDICAL	NURSING HOME	/ 1K SF			765.45	7.56	121.50	2.10	581.18	5.74			1483.53
COM / INSTITUT	ELEMENTARY SCHOOL (K-5)	/ 1K SF			765.45	7.56	121.50	2.10	292.61	2.89			1197.11
COM / INSTITUT	HIGH SCHOOL (9-12)	/ 1K SF			765.45	7.56	121.50	2.10	286.21	2.87			1159.39
COM / INSTITUT	HOUSE OF WORSHIP	/ 1K SF			765.45	7.56	121.50	2.10	240.98	2.38			1139.97
COM / INSTITUT	DAY CARE CENTER	/ 1K SF			765.45	7.56	121.50	2.10	505.24	4.99			1406.84
COM / RECREA	MARINA	/ BERTH			1335.49	13.19	212.63	2.10	106.34	1.07			1672.81
COM / RECREA	GOLF COURSE (open to public)	/ 1K SF			1335.49	13.19	212.63	2.10					1751.54
COM / RECREA	MOVIE THEATER	/ 1K SF			1335.49	13.19	212.63	2.10					1563.40
COM / RECREA	RECREATIONAL COMMUNITY CENTER	/ 1K SF			1335.49	13.19	212.63	2.10	486.00	4.80			2054.20
INDUSTRIAL	INDUSTRIAL PARK	/ 1K SF			207.56	2.05	33.41	1.26	355.89	3.51			603.18
INDUSTRIAL	WAREHOUSE	/ 1K SF			207.56	2.05	33.41	1.30	253.13	2.50			499.95
INDUSTRIAL	MINI-WAREHOUSE	/ 1K SF			207.56	2.05	33.41	1.10	65.81	0.65			310.59

Effective for Applications Submitted on or after April 1, 2017 and provided the Application Proceeds to CO through an UN-interrupted Issuance Process Applications after 17-2253